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CURRENT TOPICS.

WE PRINT elsewhere the Long Vacation notice. It will be seen that, until further notice, Mr. Justice PHILLIMORE will act as Vacation Judge, and that the vacation chambers will be those of Mr. Justice STIRLING.

ON TUESDAY last the Companies Act, 1867, Amendment (No. 2) Bill received the Royal Assent. The passing of this measure, the provisions of which will be found stated *ante*, p. 666, is due to the initiative of the Council of the Incorporated Law Society, and it may be added that it is one of the benefits which the profession have derived from the skill and energy of the late president, Mr. GODDARD, to whom no small acknowledgment is due for his mode of discharge of the duties of his office.

THE REPEAL, by the Finance Act, 1898, of section 57, sub-section 9, of the Taxes Management Act, 1880, will be received with general satisfaction. The sub-section in question prohibited the hearing by the Commissioners of Inland Revenue, on an appeal to them from the assessment of a surveyor, of any "barrister, solicitor, attorney, or any person practising the law"; the prohibition applied equally to appearances on behalf of the appellant or on behalf of the surveyor or assessor, and it is now removed in both cases. The extreme difficulty of many of the cases determined by the commissioners, and the importance of the questions involved, make it extremely desirable that the parties should, if they desired it, instruct solicitors or counsel to plead for them. And, apart from this consideration, it is very doubtful whether any real economy is effected, or any good purpose served, by imposing such a disability as that which has now been abolished in the case of these appeals. Parties will be far more likely to be contented with the decision of the commissioners or other like tribunal if they know that their case has been set out with the skill and fulness which only the knowledge and practice of the law can insure, and will be less disposed to carry an adverse decision to a higher tribunal. In the Workmen's Compensation Act, 1897, Parliament left it to the statutory rules to provide for the appearance of the parties otherwise than personally at an arbitration under that Act; the rules issued in May last wisely permit appearance by a solicitor or counsel or, by leave of the judge or arbitrator, by a member of the family of the party concerned or, in certain special cases, by

other lay individuals. We are glad to notice this tendency towards removing prohibitions as to the employment of skilled legal advice; the prohibition still remains as to arbitrations under section 9 of the Local Government Act, 1894, respecting the compulsory taking of land by parish and district councils; but here the Local Government Board has a dispensing power which we hope is freely exercised.

DECISIONS upon section 3 of the Judicial Trustees Act, 1896, usually depend too much upon the discretion of the court as applied to the circumstances of the particular case for it to be possible to extract any rules from them; but the case of *Re Grindey*, in which the Court of Appeal have just affirmed the decision of KEKEWICH, J., granting relief to trustees, appears to suggest that, where the sum involved is small, trustees will be safe in adopting a business view of the meaning of the trust instrument, whatever its strict legal construction may be. A testator who died in 1892 had, two years previously, advanced £166, and had taken for it a promissory note payable on demand. By his will he directed his trustees to retain his property for a specified period in the same state of investment as it was in at the time of his death. The interest on the promissory note was paid till the time of the testator's death, and no suspicions were entertained as to the credit of the borrower. The trustees treated the advance as an investment and refrained from calling it in. In 1894 the borrower died insolvent and the trustees recovered only a small dividend on the debt. The question then arose whether they were entitled to relief under the Act for not having called in the money before. Strictly speaking, it would seem that the advance could hardly be considered as an "investment," though on this point the Court of Appeal gave no decision. It was held that upon the terms of the will a business man would be justified in regarding it as such, and hence as being within the direction given by the testator. To obtain relief it is necessary that the court shall be of opinion that the trustees have acted "honestly and reasonably, and ought fairly to be excused for the breach of trust and for omitting to obtain the directions of the court." The former part of the requirement was accordingly satisfied, and as to the latter it was sufficient that an application to the court would have run away with a large part of the sum in question. The decision will be valuable if it is to be taken as establishing that in small matters trustees may act upon the fair business meaning of the trust instrument without applying to the court.

CONSIDERING the vast amount of business transacted between banks in clearing cheques, disputes as to liability are of very rare occurrence. One such has just been decided by BIGHAM, J., in the case of *Parr's Bank (Limited)* v. *Thomas Ashby & Co.* The defendants are bankers at Staines, having for their London agents WILLIAMS, DEACON, & Co. The plaintiffs have a branch bank at Kensington. In 1897 A., who had an account at the Kensington branch, formed his business into the B. company. On Saturday, the 30th of October, A. paid into his account at the Kensington branch a cheque for £307, drawn by the B. company on the defendants' bank. In the ordinary course this was sent to the head office of PARR'S Bank, and on the Monday was handed to WILLIAMS, DEACON, & Co. at the Clearing-house. By them it was sent to THOMAS ASHBY & Co. at Staines, reaching there on Tuesday. According to the rules of the Clearing-house THOMAS ASHBY & Co., if they intended to dishonour the cheque, should have forthwith intimated this to their London agents, and should at the same time have returned the cheque direct to the Kensington branch. Thus it would have been known at Kensington on Wednesday morning that the cheque was to be dishonoured, and from non-return of the cheque it would be inferred that it had been honoured. On Wednesday the cheque had not been received at Kensington, and acting upon the natural inference the bank manager treated the £307 as safe, and out of it met A.'s acceptance due that day for £65. The natural inference, however, was not in accordance with the facts. The Staines bank on Tuesday wrote their London agents that the cheque would be paid, but early on Wednesday morning wired them that it would not. No intimation, however, was sent to the Kensington branch, and the cheque was not dispatched to them until Wednesday afternoon. Under these circumstances BIGHAM, J., held that the defendants, by failing to comply with the rules of the Clearing-house, had in effect represented to the Kensington branch on the Wednesday morning that the cheque for £307 would be paid, and that the Kensington branch had on the faith of this representation paid the acceptance for £65. Consequently the defendants were liable for this amount. The rapidity of banking business does not, apparently, allow much chance for change of mind.

AN IMPORTANT decision was given last week by the Court of Appeal, in the case of *Pethick* v. *The County Council of Dorsetshire*, on the liability to pay for damage caused by "extraordinary traffic." Section 23 of the Highways and Locomotives Act, 1878, puts this liability upon the person "by whose order" the extraordinary traffic on a road has been conducted. The difficulty which is constantly arising in practice is to construe the words "by whose order." The point was fully considered almost exactly a year ago by the House of Lords in *The Kent County Council* v. *Lord Gerard* (45 W. R. 531; 1897, A. C. 633). In that case the respondent contracted with several persons to deliver to him large quantities of building materials. The price to be paid included the cost of carriage, and the property in the materials was not to pass to the respondent until they had been delivered to and accepted by him. There was a great divergence of opinion amongst the judges of the Queen's Bench Division and of the Court of Appeal as to whether or not Lord GERARD was liable for the damage done to the highway by the carriage of these materials. The House of Lords, however, decided unanimously that he was not the person by whose order the traffic had been conducted, and consequently that he was not liable under the Act. Lord HERSCHELL said: "The contention of the appellants amounts to this—that '*by whose order* the traffic is conducted' must be interpreted as meaning 'at whose instance' or 'for whose benefit' the traffic is conducted. That might or might not have been expedient legislation, but at any rate, to my mind, that is not the legislation to be found in the enactment." In all their judgments the noble lords seem to have been influenced by the fact that until the materials were delivered on Lord GERARD'S premises, the property in them did not pass to him, and he had nothing whatever to do with the mode of delivery. Thus Lord DAVEY said: "The traffic was being conducted by the order of the person to whom the goods at the time belonged, at whose risk and under whose control these goods were being carried." The recent case goes somewhat beyond this. The facts were that P. had contracted to construct a very large building, and had made a contract with T. to do all the hauling of the materials required. This hauling admittedly amounted to extraordinary traffic, and caused considerable damage to certain main roads; the question was whether or not P. was liable to make good the damage, T. having become bankrupt. The court held that P. was not liable, as he had given no order, and his contract with T. did not amount to such order. Here, therefore, the traffic was not being conducted by the order of the person to whom the goods belonged, and the property did not pass on the completion of the haulage. T. seems to have had no interest in the materials whatever beyond the obligation to carry them safely from one point to another. It appears, therefore, that the words "by whose order" must be interpreted very literally, and that the question of liability reduces itself to the question, Whose servants were the drivers of the horses or traction engines by which the heavy weights were drawn? The employer of these men seems to be the person by whose order the traffic is conducted, and therefore the person liable to make good the damage to the roads.

THE ATTEMPT to qualify agreements for the sale or leasing of land by introducing a clause stipulating for the preparation of a formal contract has been a fruitful source of litigation, and a new case is added to the long series of authorities by the recent decision of KEKEWICH, J., in *North* v. *Percival* (46 W. R. 552). The distinction between the cases where the stipulation is effectual to prevent the conclusion of a binding contract and

those where it fails to have this result has been frequently pointed out, but it is not a distinction which it is easy to apply in practice. According to the judgment of Lord WESTBURY, C., in *Chinnock* v. *Marchioness of Ely* (4 De G. J. & S. p. 646), provided there is a final agreement, and the terms are evidenced in a manner to satisfy the Statute of Frauds, the agreement is binding, notwithstanding that the parties have declared that it is to serve only as instructions for a formal agreement, or although it may be an express term that a formal agreement shall be prepared and signed by the parties. If, on the other hand, to a proposal or an offer an assent be given subject to a provision as to a contract, then the stipulation as to a contract is a term of the assent, and there is no agreement independent of that stipulation. This statement, which was accepted by Lord CAIRNS, C., in *Rossiter* v. *Miller* (3 App. Cas. p. 1139), overlooks what is probably the real intention of the parties, and it would have conduced to simplicity had the finality of the contract in all such cases been postponed till the execution of the formal instrument. The only object of referring to such an instrument is that the parties contemplate that subsidiary terms will have to be arranged before the negotiation is complete. With respect to leases, JESSEL, M.R., in *Winn* v. *Bull* (7 Ch. D. 29), admitted this to be the case, and he held that an agreement to take a house "subject to the preparation and approval of a formal contract" was not final. "Where," he said, "you have a proposal or agreement made in writing expressed to be subject to a formal contract being prepared, it means what it says; it is subject to and is dependent upon a formal contract being prepared." The reasoning of this passage applies of course equally to sales and leases, and could it be accepted as authoritative, the introduction of the words "subject to the preparation of a formal agreement" would be a sure protection to the party using them. In *North* v. *Percival*, however, similar words were used without effect. A document which professed to contain the heads of an agreement for the sale of land concluded as follows: "Subject to the approval of conditions and forms of agreement by purchaser's solicitor." According to the decision of KEKEWICH, J., this stipulation was not a condition precedent to a complete contract, and the purchaser was bound, although no formal agreement was ever prepared. Doubtless, upon the facts of the case, the decision was right, but it shews that the test proposed in *Winn* v. *Bull* is not conclusive, and the true effect of the stipulation in question in any particular case will usually be a matter of doubt.

WHERE A fixed annual sum is ordered to be paid to the committee of the person for the maintenance of a lunatic, the committee is not bound to keep accounts, and, as a general rule, will not be ordered to account: see *Re French* (16 W. R. 657, L. R. 3 Ch. 317). In *Re Ponsonby* (3 Dru. & War. 27, 31, 2 Connor & L. 30, 32), Lord ST. LEONARDS said that the law would seem to give the savings in such a case to the committee, referring to *Grosvenor* v. *Drax* (2 Knapp 82), where the Privy Council, reversing Lord BROUGHAM'S opinion, refused the representative of a lunatic an account against the committee. In *Strangways* v. *Read* (*ante*, p. 654), before ROMER, J., a fixed annual allowance ordered to be paid to the committees of the person had been paid quarterly in advance, and the lunatic died in the first month of the fourth quarter, and after the usual quarterly sum had been paid in advance to the committees. They nevertheless claimed to be entitled to retain the whole amount so paid to them as against the personal representatives of the lunatic, in reliance on the doctrine of the above-mentioned cases. It was not alleged that the lunatic had not been properly maintained, and, this being the case, it was said that there was no ground for ordering the committees to account. Whatever they saved from the maintenance allowance they could keep for their own benefit. This raised the question of the true construction of an order allowing so much money *per annum* for maintenance, and the decision really turned on the meaning and intention of the order. It had been argued for the personal representatives that the allowance ought to be treated as accruing *de die in diem* and as being apportionable accordingly on the death of the lunatic, while the committees claimed that it was a quarterly or yearly allowance, and could not be so treated. But the learned judge considered that the order had clearly fixed the allowance with reference to the whole year. The order, therefore, did not provide for an allowance at a certain rate per annum to be taken as accruing *de die in diem*, nor for a quarterly allowance at that rate; nor did it authorize payment in advance. That was a matter of arrangement between the committee of the estate and the committees of the person, and payment went on the footing that the lunatic should be maintained for the whole year, and on that footing was reasonable. The lunatic was in fact maintained for nine months altogether, and yet the committees were claiming to keep a whole year's allowance. The payments made to them were not made on that footing, and their claim, therefore, could not be sustained. Any difficulty arising from *Re Ponsonby* was met by ROMER, J.'s, treating it as confined to the ordinary case, where there was proper maintenance of the lunatic for the full year; and both that case and *Grosvenor* v. *Drax* are commented on by Lord CAIRNS, L.J., in *Re French*, in his important review of the authorities on the jurisdiction to order the committee of the person to account (see L. R. 3 Ch., at pp. 319, 320).

THE decision recently given by the Court of Appeal in *Warren* v. *Moore* illustrates the danger incurred by a vendor who undertakes to sell property to which he has not completed his title. The rule upon the subject was clearly laid down by Lord ROMILLY, M.R., in *Forrer* v. *Nash* (35 Beav. 167), where he said that, when a person sells property which he is neither able to convey himself, nor of which he has the power to compel a conveyance from any other person, the purchaser, as soon as he finds this to be the case, can decline to proceed with the matter. He is not bound to wait to see whether some third person, who has the power, can join in making a good title. The principle was applied in *Bellamy* v. *Debenham* (39 W. R. 257; 1891, 1 Ch. 412) where enfranchised copyholds in which the minerals were reserved to the lord were sold as freehold. At the time when the vendor should have been ready to convey the property, the lord's rights had not been got in, and, although this was subsequently done, the purchaser was held justified in repudiating his bargain. Similarly, in *Re Bryant and Barningham's Contract* (38 W. R. 469, 44 Ch. D. 218) trustees who had contracted to sell without having any present power of sale were not allowed to force upon the purchaser a title derived from the tenant for life. In *Warren* v. *Moore* a free lease of a public-house was held by a brewery company for a term of which sixty-five years were unexpired. There was a tied sub-lease for forty years. The sub-lessee contracted to sell the whole lease for sixty-five years as a free lease, and in the subsequent negotiations the solicitors of the company stated that the company would free the lease and would join in the assignment. Practically this was a sufficient assurance that the sub-lessee would be able to give what he had sold; but the Court of Appeal held that there was nothing in the solicitors' statement which was legally binding on the company, and hence the purchaser was entitled, according to the settled rule, to repudiate the contract and recover his deposit.

THE LETTER of our recent correspondent "W. N." (*ante*, p. 668) refers to a practice prevailing in the county courts, but certainly not sanctioned either by the County Courts Act, 1888, or by the existing County Court Rules, of withdrawing a summons issued against a defendant on his paying the plaint fee and part of the debt, and agreeing to pay the balance by instalments. When such a course is adopted, the plaintiff is entirely at the mercy of the defendant, whose subsequent default in paying the agreed instalments cannot, it appears, be made the subject of a fresh summons, as such a splitting of demands is contrary to the spirit of the County Courts Act, 1888 which indeed expressly forbids a plaintiff to divide any cause of action for the purpose of bringing two or more actions in any of the courts (section 81). The proper method of procedure, however, applicable where the parties to a county court action agree, *before trial*, upon the amount of the debt or demand in respect of which a plaint shall have been entered, and upon the terms and conditions upon which the same shall be paid and satisfied, is prescribed by section 99 of the County

Courts Act, 1888. It requires the parties to sign, in the presence of the registrar, or of one of his clerks, or of a solicitor, a statement embodying the agreed terms of settlement, and provides, that thereupon judgment for the plaintiff, in accordance with such statement, shall be entered up, which judgment shall, to all intents and purposes, be the same, and have the same effect, and be enforced and enforceable in the same manner, as if it had been a judgment of the judge of the county court.

Is it evidence of insanity in a testator that he believes himself to have been the recipient of direct Divine commands as to the disposition he should make of his property? The House of Lords in *Hope* v. *Campbell* have answered this question in the affirmative. The late Mr. John Hope was at once a successful Scotch lawyer and a strong advocate of total abstinence and of Protestantism. His law was necessarily confined to this world, but he wished to perpetuate his efforts on behalf of his favourite principles by making provision for their advancement after his death. By his testamentary trusts he directed his trustees to expend from £1,000 to £1,500 a year on these objects. In an action brought to set aside the trusts it was alleged that they were created "in consequence of commands which he conceived he had received from the Deity by direct communication on various occasions," and that by reason of "these insane delusions" Mr. Hope was incapable of making his will. The Scotch courts rejected the allegation, but in the House of Lords Lords Watson and Shand (Lord Davey *diss.*) have allowed it. It is unfortunate that the House was so small; it would have been interesting to have had the views of some other English law lords on the point. But it is merely a matter of pleading, and, even if the allegation is proved, it does not follow that the trusts will be upset. As Lord Davey remarked, delusions such as those alleged against Mr. Hope have been shared by some of the greatest benefactors of mankind; and, in themselves, they hardly go far to prove insanity.

DAMAGE FROM ESCAPE OF WATER.

An interesting decision upon the liability of a landlord in respect of an escape of water was given by a Divisional Court (Wright and Darling, JJ.) in the recent case of *Blake & Co.* v. *Woolf* (*ante*, p. 688). The defendant was the owner of premises in the City, and the plaintiffs were tenants under him of the basement and ground-floor. The water for the whole house was supplied from a cistern at the top of the premises, which apparently was under the defendant's control; and the plaintiffs entered upon their tenancy after the water was laid on, and used the supply from the cistern. On a Friday the plaintiffs discovered that there was a leakage of water from the cistern, and they at once gave notice to the defendant, and requested him to have the matter put right. The defendant, on receipt of the notice, employed a plumber to repair the leakage, but the plumber did his work so negligently that the leakage became worse; and when the premises were opened on the following Monday the plaintiffs found their rooms flooded and their goods damaged. They brought an action in the City of London Court, and obtained a declaration of the landlord's liability, the amount of the damages being left to be assessed subsequently; but in the Divisional Court this result has been reversed, and the landlord is absolved from the consequences of the plumber's negligence.

In such cases it is not, as a rule, possible to rely upon the contractual relation of landlord and tenant. The rule that the landlord is not bound to keep the demised premises in repair applies, notwithstanding that the tenant has taken only part of an unfurnished house and the landlord retains control of the rest. It has been even said that a landlord who lets the lower part of a house is under no obligation to repair the roof. The opposite, indeed, was stated by Rainsford, J., to be the law in *Pomfret* v. *Ricroft* (1 Wms. Saund. 557), but the notes to that case treat the lessor as not liable, and this view has been accepted as correct (see *Carstairs* v. *Taylor*, L. R. 6 Ex., p. 223). On the other hand, in the case of a common staircase to a building let out in flats it has been held that the duty of repair is cast upon the landlord (*Miller* v. *Hancock*, 1893, 2 Q. B. 177), and upon principle it would be difficult to absolve him from liability also for any repairs which are essential for the convenience and safety of the building as a whole. Possibly it will be found that this last decision has undermined the authority of the note in Saunders. But as a rule it is not safe to assume that the landlord undertakes any liability to repair, except such as may be cast upon him by the express terms of the tenancy.

In the case of water stored at the top of a house, the attempt is sometimes made to set up the doctrine of *Rylands* v. *Fletcher* (L. R. 3 H. L. 330) on behalf of the tenant on a lower floor who is injured by its escape, and to treat the water as a dangerous thing brought upon the premises by the landlord which he must keep in at his own peril. The rule of law, it was laid down in that case, is, that the person who, for his own purposes, brings on his land and collects and keeps there anything likely to do mischief if it escapes, must keep it in at his peril; and, if he does not do so, is *primâ facie* answerable for all the damage which is the natural consequence of its escape. But the rule is not absolute—the defendant, for instance, can excuse himself by shewing that the escape was the consequence of *vis major*—and there are special considerations applicable to the case of water stored in an ordinary cistern which have hitherto prevented the rule from being used with success against the landlord of a house.

In *Carstairs* v. *Taylor* (L. R. 6 Ex. 217) the landlord succeeded on the ground that the escape of the water was due to *vis major*—in plain English, to a rat. The landlord occupied the upper part of a warehouse himself and let the ground-floor to tenants. The water from the roof was collected by gutters into a box, and thence discharged by a pipe into the drains. A hole was made in the box by a rat, and the water entered the warehouse and damaged the tenants' goods. It appeared that the landlord was not guilty of negligence, as the box was constructed in the mode ordinarily used in the neighbourhood, and the roof was periodically examined. The incursion of the rat was an accident which the landlord did not foresee, and against which he was not bound to provide. But the judgments in the case also suggest another ground upon which the rule in *Rylands* v. *Fletcher* was inapplicable. That rule assumes that the defendant brings the water upon his premises for his own purposes only. In *Carstairs* v. *Taylor* the roof was for the common protection of both landlord and tenant, and the collection of water running from it was also for their joint benefit. "The plaintiffs," said Bramwell, B., "must be taken to have consented to this collection of water which was for their own benefit, and the defendant can only be liable if he was guilty of negligence." The reason thus suggested for excluding the doctrine of *Rylands* v. *Fletcher* applies equally to the case of water brought into a house for the common use of the occupants, and in *Ross* v. *Fedden* (L. R. 7 Q. B. 661) it was further pointed out that the flow of water through a house is to be treated as the natural state of things—at any rate, if it exists when the tenancy commences. The flow of water through cisterns and pipes then in operation is equivalent to the natural flow of water.

Such being the view which has prevailed, it would obviously have been difficult to make the landlord liable in the present case of *Blake & Co.* v. *Woolf*. The doctrine of *Rylands* v. *Fletcher* must be taken to be excluded both upon the ground that the water was brought upon the premises for the use of the plaintiffs in common with the other occupants of the premises, and that the flow of water through the house was part of the natural state of things. In other words, the landlord, in permitting such flow to exist, was doing no more than using the premises in an ordinary and reasonable manner. He was under no liability, therefore, to guarantee the tenants against damage in consequence of an escape of water, and, as they did not set up any contractual liability, he could only have been liable in the event of negligence. But the negligence which was proved was the negligence not of the landlord or of his servants, but of an independent contractor, and for the consequences of this the landlord was not liable. So far as the decided cases have gone, the tenant of a part of premises must run the risk of damage through any accidental defect in the supply of water.

THE LAND TRANSFER RULES.

XIII. (CONCLUSION).

Part V.—Miscellaneous.—Maps and verbal descriptions of land.—Rules 199 to 211 seem to leave nothing to be desired as regards the delineation and description of registered land. After a long conflict the right to use a verbal description in aid of the plan has been secured (see the Act of 1897, s. 14), though necessarily the verbal particulars must be first submitted to the registrar (rule 207). It will be observed that unless the boundaries are expressly defined (rules 201-3), in which case notices to the adjoining owners are required, the exact line is left undetermined. This is in accordance with the existing practice, but it will not enable small alterations in the boundary to be effected without cross transfers with any safety (see Act of 1897, s. 12).

Inspection, searches, and copies of the register.—The provisions (rules 212-20) are amply sufficient to secure the secrecy of the register without being unreasonably strict. Why, however, any distinction (rule 220) is drawn between the first year after removal of land from the register, and afterwards, is by no means clear, unless we are to assume that the rule is aimed at discouraging the removal of land from the register. If this be the reason, we submit that it is wrong in principle. For the Legislature having now conferred a power (Act of 1897, s. 17) of removal except in compulsory districts, the rules should do everything to facilitate the exercise of that power.

The remaining rules we have commented on in the course of these articles, and we will now proceed to give a short summary of the matters in respect of which we conceive the rules might, with advantage, be amended.

Summary of suggested amendments:

(1) *Tenant by the curtesy.*—Rule 7 should apply only to a right to dower (*ante*, pp. 446, 667).

(2) *Right of consolidation.*—Rule 112 should shew that the reservation of the right is not to operate until something is done by the chargee to exercise the right (*ante*, p. 446).

(3) *Registration of executor without probate.*—Rule 126 should provide that probate is to be produced within a limited time (*ante*, p. 446).

(4) *Restrictions, &c., where tenant for life is registered.*—The forms of these restrictions and inhibitions require amendment (*ante*, pp. 446, 520, 589, 631-2).

(5) *Transfers to the uses of a settlement.*—These forms also require amendment (*ante*, pp. 447, 589).

(6) *No rules for valuation of property of deceased person for purposes of Act of* 1897, *s.* 4.—These rules remain to be prescribed; rule 255 appears only to relate to registered land (*ante*, p. 486).

(7) *No power to issue new certificate on foreclosure.*—Rule 107 should give this power (*ante*, pp. 486, 608). And rule 197 requires verbal amendment (*ante*, p. 684).

(8) *Legal estate.*—Where it is got in by a registered proprietor the rules should provide that it is to be extinguished in the statutory estate. Where an incumbrance entered on the register is discharged, the rules should provide that the discharge of the incumbrance is *ipso facto* to destroy any legal estate held by the incumbrancer (*ante*, pp. 505, 569, 647, 681-2).

(9) *Caution against registration of land.*—Form No. 12 requires amendment (*ante*, p. 550).

(10) *Persons in fiduciary position.*—The rules should free such persons from liability in respect of an investment on a registered charge (*ante*, p. 608).

(11) *Power for registrar to inhibit mortgage by deposit.*—The rules should confer this power (*ante*, pp. 631-2, 664).

(12) *Covenants for title.*—These should apply to matters within section 18 of the Act of 1875 as amended (*ante*, p. 651).

(13) *Notices of leases.*—In each form of a registered charge a stipulation should be implied, unless there is an entry to the contrary, to give effect to mortgagors' leases (*ante*, p. 667).

(14) *Conveyance and mortgage prior to compulsory registration.*—Rule 77 is not aptly framed to carry out its object, as it provides that the disposition is to have the same effect as if it had been executed *subsequently* to the registration of the purchaser, which seems to relegate the disposition by the purchaser to the place of an unregistered disposition made after first registration, whereas he ought to have an estate paramount to the fee conferred by registration. The rule should, we think, be amended so as to provide that the disposition should have the same effect as if the land had not been situated in a compulsory district (*ante*, p. 551).

That this list (which does not profess to be exhaustive) of suggested amendments is so short speaks for the thoroughness and ability of the Rule Committee; but, of course, the list does not in any way represent the objections which may properly be taken to the Land Transfer Acts. Nothing short of a repeal and re-enactment of those Acts in technical language will ever secure a fair chance for the system proposed to be established.

REVIEWS.

BOOKS RECEIVED.

The Law of the Press. A Digest of the Law affecting Newspapers in England, India, and the Colonies. By JOSEPH R. FISHER, B.A., Barrister-at-Law, and J. ANDREW STRAHAN, M.A., LL.B., Barrister-at-Law. Second Edition. William Clowes & Sons (Limited).

Handbook on the Licensing Acts and their Administration. By ALFRED T. DAVIES, Solicitor and Notary Public; Cursitor of the County Palatine of Lancaster. Third Edition. Macmillan & Co. (Limited).

The Law Magazine and Review, August, 1898. William Clowes & Sons (Limited).

CORRESPONDENCE.

MR. HOOLEY'S EXAMINATION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Mr. Hooley, in his examination yesterday, is reported to have said that he thought he had paid to us, for the purpose of getting our names on the prospectus of Schweppes (Limited), a fee of £1,000, for which we did no professional work. The statement, if correctly reported, is untrue.

We, as solicitors for the Law Debenture Corporation (Limited) (which was trustee for the debenture stock holders), were instructed to investigate the title to the various properties and water rights (fourteen in number), to prepare and complete the trust-deed, and to see that the issue of stock was validly made. We never had any direct communication with Mr. Hooley, who was represented by his solicitors, Messrs. Ashwell & Tutin. Our first instructions were received on the 15th of April, 1897—the trust-deed was completed on the 28th of July, 1897—but the work of adjudicating the deeds for stamp duties and completing the conveyance of the Australian properties was not completed until February, 1898. Our costs, including disbursements other than stamp duties, amounted to £254 17s. 6d., which is less than the scale authorized by the Solicitors' Remuneration Act, 1881, and an account was on the 16th of December, 1897, submitted to Messrs. Leonard & Pilditch, the solicitors for Schweppes (Limited).

£1,000 was, on the completion of trust-deed, handed to the Law Debenture Corporation in order to pay the stamp duties on the trust-deeds and conveyances. A list of the payments for these duties—which amounted to £830—was on the 20th December, 1897, sent to Messrs. Leonard & Pilditch, and with their sanction the balance of £170 was applied towards payment of our costs. On the 16th of February, 1898, Messrs. Leonard & Pilditch sent us Mr. Hooley's cheque for the balance of £84 17s. 6d.

No fee was received by the Law Debenture Corporation for consenting to act as trustee or for allowing its name to appear on the prospectus. Its remuneration is by an annual payment which is made by the company and secured by the trust-deed.

LAKE & LAKE.

10, New-square, Lincoln's-inn, W.C., Aug. 2.

THE LAND TRANSFER ACT, 1897.

[*To the Editor of the Solicitors' Journal.*]

Sir,—By the will of A (who died in 1886) the X freehold estate, of which he held the fee simple, was devised to B (who died in March last) for life, with remainder over. The point is whether B's executor or administrator is real representative of B within the meaning of section 1 of the Land Transfer Act, 1897, for the purpose of the X estate, as, if so, his assent is necessary to the vesting of the remainder.

Perhaps some of your readers who have met with similar instances in practice will write to you about their experience, as it is a matter of interest to the profession?

"EXPERIENTIA DOCET."

THE NECESSITY FOR LIFTS AT THE ROYAL COURTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—On Saturday morning, when mounting the 108 steps to my room in this building, I found a gentleman lying on the stairs apparently dead. With the help of the attendants and some water, he after some time recovered.

He had mounted from the Strand to what is called the second, but is really the third, floor. He was not young, and he stated that he suffered from heart disease, and was quite exhausted when he fell. When are we to have lifts? "FOURTH FLOOR."

August 1.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

LONG VACATION.

Notice.

During the vacation until further notice, all applications "which may require to be immediately or promptly heard," are to be made to the judges who for the time being shall act as Vacation Judges.

COURT BUSINESS.—Mr. Justice Phillimore, one of the Vacation Judges, will, until further notice, sit in Q. B. Court III., Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, the 17th of August, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court.

No case will be placed in the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to judges' papers), are to be left with the cause clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the cause clerk is not in attendance they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any case of urgency* to the judge personally, or by post or rail, prepaid, accompanied by the brief of counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows: "Chancery Official Letter: to the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ and a certificate of writ issued must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The chambers of Mr. Justice Stirling will be open on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock. Mr. Justice Phillimore will, until further notice, hear urgent summonses which may be adjourned to him in his private room, No. 366, Royal Courts of Justice (Temple Bar entrance), on Wednesday in every week, commencing on Wednesday, 17th of August, at 10.30 a.m.

QUEEN'S BENCH CHAMBER BUSINESS.—Mr. Justice Phillimore will, until further notice, sit for the disposal of Queen's Bench business in judges' chambers on Tuesday and Thursday in every week, at 10.30 a.m., commencing on Tuesday, 16th of August.

DIVORCE.—Decrees nisi will be made absolute in court on Wednesday, the 24th August, Wednesday, the 14th September, and Wednesday, the 5th October.

JUDGE'S PAPERS FOR USE IN COURT.—Chancery Division.—The following papers for the Vacation Judge are required to be left with the cause clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before one o'clock, on the Monday previous to the day on which the application to the judge is intended to be made:

1.—Counsel's certificate of urgency, or note of special leave granted by the judge.

2.—Two copies of writ and two copies of pleadings (if any), and any other documents shewing the nature of the application.

3.—Two copies of notice of motion.

4.—Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested, when the application has been disposed of, to apply at once to the judge's clerk in court for the return of their papers.

NOTICE TO SOLICITORS.

(*Chancery Registrars' Office*).

The Chancery Registrars' Office will be open daily. On Monday, the 15th of August, and on the same day in every succeeding week during the vacation, the registrar in attendance will see solicitors requiring *alterations necessary in orders to be acted on by the paymaster.*

CASES OF THE WEEK.

High Court—Chancery Division.

RILEY *v.* **HALL.** Stirling, J. 30th July.

MORTGAGE—CONSOLIDATION—RIGHT OF SOLE MORTGAGEE TO CONSOLIDATE A PRIOR MORTGAGE VESTED IN HIM JOINTLY WITH ANOTHER PERSON.

This was a summons for the redemption of a mortgage, and raised a question as to the right of a sole mortgagee to consolidate with his mortgage a mortgage vested in him jointly with another person. The following are the material facts: By an indenture dated the 11th of August, 1891, and made between John Tompkins of the one part and Burns and Hall of the other part, certain freehold hereditaments were conveyed to Burns and Hall in fee by way of mortgage for securing the repayment of £1,550 therein expressed to be advanced by Burns and Hall out of moneys belonging to them on a joint account, with interest as therein mentioned. By an indenture dated the 6th of December, 1892, and made between the said J. Tompkins of the one part and the said Hall of the other part, the said J. Tompkins conveyed the said freehold hereditaments in fee (subject to the said mortgage of the 11th of August, 1891), and also assigned certain leasehold hereditaments to the said Hall by way of mortgage for securing the repayment of £100 advanced by Hall, with interest as therein mentioned. The said J. Tompkins died on the 26th of January, 1896, having by his will appointed his wife, Charlotte Tompkins, and W. Young his executors, and devised to them his real estate upon certain trusts. By an indenture dated the 24th of June, 1897, and made between the said Charlotte Tompkins and W. Young of the one part and George Riley of the other part, the said C. Tompkins and W. Young assigned the said leasehold hereditaments to the said G. Riley, subject to the said indenture of mortgage of the 6th of December, 1892, the said freehold hereditaments remaining vested in C. Tompkins and W. Young. On the 26th of August, 1897, the present summons was issued by Riley against Hall, asking to redeem the said leaseholds; and C. Tompkins and W. Young were subsequently added as defendants. The question argued upon the hearing of the summons was whether Riley was, as against Hall, entitled to redeem the mortgage of the 12th of December, 1892, made in favour of Hall alone, without also redeeming the mortgage of the 11th of August, 1891, made in favour of Hall, jointly with Burns. On behalf of the defendant two points were taken why Riley should not so redeem—(1) That the mortgage of the 12th of December, 1892, was one by way of further charge, and therefore could not be redeemed without at the same time redeeming the original mortgage; and (2) that Hall was entitled to consolidate the two mortgages.

STIRLING, J., held as to the first point, that on the construction of the mortgage of the 12th of December, 1892, it was a mortgage of the equity of redemption then vested in the mortgagor, and not a further charge. As to the second point, his lordship referred to the cases of *Jennings* v. *Jordan* (30 W. R. 369; 6 App. Cas.) and *Pledge* v. *White* (44 W. R. 389; 1896, A. C. 187) as recognizing that the law as to the consolidation of mortgages is that it is one of the essentials to the application of the doctrine of consolidation that both mortgages should be united in one hand. Here it was said that Hall could give a receipt at law for the money secured by the deed of 1891, but Burns could equally do so. Again, it was said that if Hall survived Burns both mortgages would then be vested in Hall; but, on the other hand, if Burns survived Hall the mortgages would be in different hands. In his lordship's opinion it could not be said that the mortgages were in one and the same hand, though there was the possibility that they might come to be so vested. The doctrine of consolidation did not therefore apply. As regarded authority, there was no actual decision on the point, though the point seemed to have been assumed by Wood, V.C., in *Bovey* v. *Luck* (15 W. R. 1221; L. R. 4 Eq. 537), but that case must now be considered to be overruled by *Jennings* v. *Jordan* as to the point actually decided there.—COUNSEL, *Jenkins*, Q.C., and *Walter Dare*; *Upjohn*, Q.C., and *Stokes*. SOLICITORS, *Heath*, *Parker*, & *Brett*; *Sanders Fiske*.

[Reported by WM. SCOTT THOMPSON, Barrister-at-Law.]

PLASKETT *v.* **EDDIS.** North, J. 3rd Aug.

SERVICE OUT OF THE JURISDICTION, ORDER XI., R. 1 (c)—SOLICITOR—CONSTRUCTIVE TRUSTEE—LIABILITY OF PARTNER.

This was a motion to set aside the writ and proceedings in the action under the following circumstances: Messrs. Sanders & Co., a firm of solicitors in Calcutta, were in 1892 instructed by two trustees of a settlement to make the investment complained of, and 45,000 rupees had been, it was alleged, invested by them upon insufficient security. The trustees at the date of the investment were David Cowie and Thomas Hardy Cowie,

the former of whom died in 1894, and the latter of whom died in 1897. One member of the firm of solicitors, Edward Cowie, died in 1895. This action was brought by the present trustees of the settlement against the executors of the surviving trustee and the three surviving partners in the firm of solicitors in Calcutta, seeking to make them liable for loss on the investment. For the applicants it was urged that all the proceedings complained of were done out of jurisdiction, and were done by Edward Cowie as solicitor for the trustees, so that *Mara* v. *Browne* (1896, 1 Ch. 199) applied. For the respondents it was said that leave to serve out of the jurisdiction had been properly given.

NORTH, J.—I think that the order giving leave to serve out of the jurisdiction ought to be discharged. The affidavits did not disclose all the material circumstances, or leave would not have been given. In 1892 money was lent upon the security of property in India, and for this it is said the representative of the last surviving trustee is liable, as the investment was not a proper one. The surviving partners in the firm of solicitors are joined, but if I had seen that *Mara* v. *Browne* applied I should not have given leave to serve them. A firm of solicitors in Calcutta was employed to make the investment, and the member of the firm through whom the business was done was Edward Cowie, and the other three members of the firm did not interfere. That does not prevent the possibility of the firm being liable. They were acting, however, for two trustees competent to give instructions. The cases shew solicitors have in times past been joined with trustees as defendants for taking part in dealing with funds in an unauthorized manner, but I doubt if these cases are consistent with *Mara* v. *Browne*. At all events, leave to serve out of the jurisdiction would not have been given if I had known that of four solicitors forming the firm, the member of the firm who did the work was dead, and his representative is not a party, and further that one of the two trustees who are charged is dead, and his legal personal representative is not a party. If the solicitors were guilty of negligence, the new trustees are not entitled to sue, but the only persons who can claim for neglect of duty are the persons who instructed the solicitors. I should not have made the order if I had known the true facts, it is quite clear sufficient facts were not disclosed in the affidavit. I do not think these solicitors are necessary and proper parties within ord. 11, r. 1 (*g*). Whatever their position might be if they were solicitors here, I do not know the position of solicitors in India in a matter of this sort. Nor, if they are proper parties, is it shewn that it is convenient that the case should be tried here; these are persons who carry on business abroad, and the surviving trustee lived and died in India. There is nothing to shew that the action ought properly to be tried here. I must discharge the order.—COUNSEL, *Vernon Smith*, Q.C., and *Sheldon*; *Swinfen Eady*, Q.C., and *Henderson*. SOLICITORS, *Sanderson, Adkin, & Lee*; *J. E. Anthony*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Bankruptcy Cases.

Re **STEVENS**. *Ex parte* **THE BOARD OF TRADE**. Wright and Kennedy, JJ. 2nd August.

BANKRUPTCY—DISCHARGE—BANKRUPT CONVICTED UNDER DEBTORS ACT—SPECIAL REASONS FOR NOT REFUSING DISCHARGE—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 8 (2)—DEBTORS ACT, 1869 (32 & 33 VICT. c. 62), ss. 14, 15.

Appeal by the Board of Trade from a decision of his honour judge Whiteborne, Q.C., in the county court at Birmingham, whereby he granted a discharge subject to a suspension of two years only to a bankrupt who had been convicted of frauds under sections 14 and 15 of the Debtors Act, 1869, and had undergone a sentence of six months' imprisonment. The bankrupt in this case had been adjudicated in 1892, and shortly afterwards convicted of the frauds above referred to. He did not apply for his discharge until 1898, and the official receiver's report, in addition to the conviction under the Debtors Act, contained several circumstances, including assets under 10s. in the £, which would have made it impossible for a less suspension than two years to be awarded. By section 8 (2) of the Bankruptcy Act, 1890, where a bankrupt has committed any misdemeanour under the Debtors Act "the court shall refuse the discharge," . . . "unless for special reasons the court otherwise determines." The county court judge granted the debtor his discharge subject to the minimum suspension of two years. The order of discharge stated no "special reasons" for not refusing the discharge, beyond the fact that some of the jury who convicted the prisoner had recommended him to mercy. The judgment of the learned judge alleged no "special reasons," but stated that the bankrupt was but a young man and had suffered already for his misdemeanours by the term of imprisonment he had undergone. A note appended by the learned judge to his judgment stated his opinion that the bankrupt's crime was due to "confusion and distress," and that the creditors would be benefited by his early discharge.

THE COURT (WRIGHT and KENNEDY, JJ.) held that none of the above facts constituted "special reasons" for not refusing the bankrupt's discharge, and that where a discharge was granted under similar circumstances the facts constituting the "special reasons" should be definitely set forth in the judgment and in the order of discharge.—COUNSEL, *Muir Mackenzie*; *F. Cooper Willis*. SOLICITORS, *Solicitor to Board of Trade*; *Maurice Moses*, for *Weeks & Co.*, Birmingham.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

The condition of Judge Parry, of the Manchester County Court, who was shot on the bench by a bailiff last week, has become less satisfactory.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ELECTIONS TO COUNCIL.

The adjourned general meeting of the Incorporated Law Society was held on Thursday at the Society's Hall, Chancery-lane. The VICE-PRESIDENT (MR. HENRY MANISTY), in the absence of the president (Mr. C. B. Margetts), took the chair.

The VICE-PRESIDENT observed that the meeting was convened for the purpose of receiving the scrutineers' report as to the result of the ballot which had taken place during the last three weeks to the twelve vacancies on the Council caused by the retirement of ten members in rotation and the death of Mr. Nathaniel Tertius Lawrence and Mr. James Curtis Leman. Mr. G. A. Fisher, Mr. A. H. Davidson, Mr. G. S. Macquoid, Mr. D. H. Pettitt, and Mr. Kenard Ball had been appointed scrutineers, and he would call upon Mr. Macquoid to read their report.

Mr. MACQUOID then read the report as follows: "We, the undersigned, the scrutineers duly appointed at the general meeting of the society held on the 15th day of July, 1898, to receive and examine the voting papers, and to certify the result of the election of candidates for the Council, report as follows:

"The secretary handed to us on Wednesday, the 3rd of August, a box containing the voting papers, which he informed us had been placed in it as they were delivered, and they were opened and examined by us. The first schedule hereto annexed contains particulars of the total number of voting papers received, and the number of papers rejected and the grounds of rejection. The second schedule contains particulars of the total number of votes in favour of each candidate. The third schedule contains the names of those candidates whom we find and certify to be duly elected.

"The voting papers have been duly closed up under our seal, and will be retained by us for the period of one month after the election, when we shall destroy them, as provided by bye-law 46.

"(Signed) GEORGE A. FISHER, *Chairman*.
ALAN H. DAVIDSON.
GILBERT S. MACQUOID.
DONALD H. PETTITT.
KENARD BALL.

"3rd August, 1898."

The first schedule referred to in the annexed report: "The number of voting papers received, 1,763; of which there were—(*a*) Received after the prescribed date, 13; (*b*) Unsigned, 6; (*c*) No name struck out, 2."

The second schedule referred in the annexed report:

	Total votes.
"Grantham Robert Dodd	998
William Godden	1,562
Henry James Johnson	1,496
Grinham Keen	1,547
Harry Wilmot Lee	1,488
Richard Pennington	1,556
Sir Albert K. Rollit	1,544
Charles Stewart	1,465
William Melmoth Walters	1,584
Arthur Wightman	1,595
William Williams	1,544
William Howard Winterbotham	1,510
Philip Witham	1,135"

The third schedule referred to in the annexed report:

"NAMES OF CANDIDATES DULY ELECTED.

"Arthur Wightman	1,595
William Melmoth Walters	1,584
William Godden	1,562
Richard Pennington	1,556
Grinham Keen	1,547
Sir Albert K. Rollit	1,544
William Williams	1,544
William Howard Winterbotham	1,510
Henry James Johnson	1,496
Harry Wilmot Lee	1,488
Charles Stewart	1,465
Philip Witham	1,135

"(Signed) GEORGE A. FISHER, *Chairman*.
ALAN H. DAVIDSON.
GILBERT S. MACQUOID.
DONALD H. PETTITT.
KENARD BALL."

The VICE-PRESIDENT: You will have observed that there were 1,763 voting papers to be considered and to be gone through. That entails a considerable amount of labour, which has all very carefully to be done, and I think we are all much indebted to Mr. Macquoid and the other gentlemen who kindly took upon themselves that trouble and responsibility, and I think you will all wish to join with me in thanking them for having done so.

Mr. B. G. LAKE seconded the motion, which was agreed to with acclamation.

It will be seen that all the retiring members of the Council have been re-elected, and that the new members are: Mr. Henry James Johnson (admitted February, 1879, of Messrs. Waltons, Johnson, Bubb, & Whatton, Leadenhall-street), Mr. Harry Wilmot Lee (admitted Michaelmas, 1870, of Messrs. Lee, Bolton, & Lee, The Sanctuary, Westminster),

Mr. Charles Stewart (admitted Hilary, 1873, of Messrs. Markby, Stewart, & Co., Coleman-street), and Mr. Philip Witham (admitted 1866, of Messrs. Witham, Roskell, Munster, & Weld, of 1, Gray's-inn-square).

Annual Report.

(*Continued from p.* 690.)

Long Vacation.—The resolution passed at the general meeting in July, 1897, that in the opinion of this society, the duration of the Long Vacation should be reduced to eight weeks—first Monday in August to last Saturday in September—was adopted by the Council, and was communicated to the General Council of the Bar, who passed a resolution to the effect that it was not desirable that the suggestion of the society should be carried into effect. The reform being one that cannot be introduced without a general agreement of opinion in its favour, the Council do not see their way to proceed further in the matter at the present time.

Parliamentary Committee on Money Lending.—The society having been invited to offer suggestions as to remedies or alterations in the present state of the law with regard to money lending, the subject was referred to a committee, who reported thereon. The principal suggestions put forward were that the minimum limit on bills of sale by way of security should be raised from £30 to £50; that a bill of sale by way of security should be attested by a solicitor; that a borrower under a bill of sale repayable at a fixed date or by instalments should be at liberty to redeem at any time; and that the powers of the High Court and county courts should be declared and extended so as to enable them to interfere in money lending transactions when there has been oppression or unfair dealing, and especially that this relief should be obtained in chambers and without any undue publicity. The report, as adopted by the Council, was communicated to the Committee of the House of Commons.

Trustee Investments.—Communications having been made to the Lord Chancellor with a view to extending the range of trustee investments, his lordship appointed a small committee to consider the question, and requested the Council to nominate one of its members for the committee. The Council nominated Mr. William Williams, and appointed a committee of the Council to consider the subject. This committee's suggestions were embodied in a report, which was communicated to the Lord Chancellor.

Conduct of Business in the Queen's Bench Division.—In the report of the General Council of the Bar, dated the 5th of August, 1897, various objections were taken to the procedure in the Queen's Bench Division; in particular, that there was want of method, certainty, and continuity in the constitution and procedure of the courts; that during the time of circuit the courts, open in London, were inadequate to deal with the business; and that the present circuit system was defective. The report was referred by the Council of this society to a committee for consideration. While agreeing generally with the allegations of the Bar Council the committee made the following additional suggestions—viz., (1) That an official with practical experience of litigation should be appointed, with the rank of Master of the Supreme Court, whose duty it should be to arrange the cause lists of the Queen's Bench Division under the direction of the Lord Chief Justice. (2) That this master should arrange the cause lists in groups, after consultation with the solicitors of the parties, keeping, so far as possible, causes of a like character in the same group. (3) That each of these groups of causes should be assigned to a separate rota of judges in the Queen's Bench Division, selected for the sittings only. (4) That particular court rooms should be fixed, in which the trials of each of such groups of causes should be conducted. (5) That Divisional Courts should be altogether abolished.

Stamp Duties Regulations.—In conjunction with the associated provincial law societies the Council have had under consideration the present methods of regulating stamp duties, viz.: (1) by Act of Parliament, (2) by judicial decision, and (3) by official circular. The last two methods give rise to much uncertainty and hardship in that they have a retrospective operation. This is exemplified particularly in the following cases, viz.: (*a*) Debentures to be redeemed at a premium; (*b*) Transfers of mortgages in part repaid when, the mortgagor being a party, the old proviso for redemption has been released, and a new proviso inserted; (*c*) Conveyances in fee farm or sub-leases reserving a rent to a mortgagee by way of substituted security; (*d*) Conveyances subject to the payment of the whole or part of a chief or ground rent previously created, when either the rent or the property is not identical with the original rent or property, and there is no legal apportionment of the rent. In each of these cases decisions or regulations have been made upsetting the previously understood practice as to stamping. The commissioners recognize that solicitors have cause for complaint on this subject, and at meetings that have taken place between the commissioners and the Council and the associated provincial law societies the commissioners have expressed their willingness to consider suggestions for a remedy. A clause for insertion in one of the Inland Revenue Bills is now under consideration. As regards stamping debentures, some relief has been already extended by the commissioners, on the application of the Council, resulting in an arrangement whereby the extra duty may be paid in one sum, without the necessity of producing each debenture. The commissioners also extended the time for stamping transfers of mortgage of the class mentioned until the 31st of December, 1898.

Lifts in the Royal Courts of Justice.—The Council have been in correspondence with the Lord Chancellor in support of an application for lifts in that part of the building appropriated to the offices of the Supreme Court.

Cases Affecting Solicitors.—Since the date of the last annual report the following cases have been supported by the Council, viz.: *County Court Costs.*—An appeal from the Malton County Court against a decision of the judge allowing on Scale A. the costs of a successful counterclaim of £9 12s. 8d., the plaintiff having claimed £27, which had been reduced by payment into court by the defendant to £12 10s., for which sum the plaintiff obtained judgment. The Divisional Court allowed the costs according to Scale B. (*Maw* v. *Best*, 42 S. J. 382). *Conducting Scale Fee.*—The taxing master having disallowed solicitors the conducting scale fee, on the ground that they did not personally take the biddings at the sale or hold an auctioneer's licence, the Council undertook to support an appeal, but, on reconsideration, the taxing master allowed the fee. (*Re Ainsworth, deceased.*)

Professional Matters.—During the past year five solicitors, who were convicted of various criminal offences, have, on the application of the society, been struck off the roll. Orders for attachment have been obtained against two unqualified persons for acting as solicitors, and two other cases are now pending before the court. Convictions under section 12 of the Solicitors Act, 1874, have been obtained against ten unqualified persons, including solicitors without practising certificates, and in others proceedings have been abandoned on payment of costs by the defendants. Numerous applications for the renewal and taking out of practising certificates which had been allowed to lapse for more than twelve months have been considered and dealt with according to circumstances. In some cases the certificates were only authorized to issue on payment by the applicants of arrears of duty and a fine in addition. Appeals against the refusal of the Council to grant orders for practising certificates have been heard by the Master of the Rolls, but in every case his lordship upheld their decision. The Council have found it necessary to oppose two applications for restoration to the roll, but the Master of the Rolls upon hearing the petitioners, and after full inquiry, has found it expedient to grant the applications, imposing, however, certain conditions. The Divisional Court declined to strike off the rolls (upon the motion of the society) a solicitor who had previously been struck off a colonial roll for professional misconduct. In reply to a communication from the Master of the Rolls, the Council have intimated to the Lord Chancellor and the Master of the Rolls that they would have no objection to section 32 of the Solicitors Act, 1843, being modified, so as to give the court a discretionary power to relieve, under special circumstances, a solicitor who has been convicted of an offence under that section from the disability from ever again practising as a solicitor. The attention of the Council having been drawn to the increasing practice throughout the county courts, both in the metropolis and the provinces, of debt collectors and of so-called trade-protection societies, by their representatives and other unqualified persons, taking proceedings and appearing in county courts in various ways for reward (usually in the form of a commission on the recovery of the debts), the Council are now in communication with the provincial law societies to ascertain how far it is the feeling of the profession generally that the practice ought to be prohibited.

An Appendix to the report gives the ninth annual report of the committee appointed under the Solicitors Act, 1888.

In compliance with the resolution passed by the Council on the 11th of January, 1889, the committee present the following report of their proceedings from the 1st of August, 1896 (up to which date their eighth report was made), to the 31st of July, 1897, when the committee rose for the vacation. During that period the committee has held eighty-four meetings, of which forty-two were for general business and forty-two were for hearing cases. Twelve cases occupied the whole or part of two or more sittings each, one case extending to no fewer than eight sittings. During the same period 108 applications have been made to the committee. Of these, fourteen were applications by solicitors to have their names removed from the roll at their own request, with a view to their being called to the bar or for other reasons. In thirteen cases the committee reported in favour of the application, which was thereupon granted by the Master of the Rolls. The remaining case is under consideration by his lordship. Of the remaining ninety-four applications, 47 disclosed no case for inquiry; 8 were withdrawn by leave of the committee; 1 was struck out of the list, the respondent having been struck off the roll on another complaint; 1 was dismissed, the applicant not appearing; 2 have been adjourned generally; 19 were heard and reported on by the committee; 10 were heard, but the complainants failed at the hearing to make out any case, and the parties consented that no report should be made to the court; 6 are awaiting hearing. At the date of the last report six cases were awaiting hearing. These have been dealt with, as well as two cases which had been adjourned generally, but were restored to the list for hearing at the request of the complainants. Of these eight cases four were withdrawn by leave of the committee, one was heard and reported on (bringing up the number of cases heard and reported on during the year to twenty); one was struck out of the list for want of prosecution; one was struck out of the list, the solicitor having been struck off the roll at the instance of the society on the ground of his having been convicted of a criminal offence and sentenced to a term of imprisonment; and one case was not made out at the hearing, the parties consenting that no report should be made. In two of the twenty cases heard and reported on, the solicitor was exonerated. In eighteen cases the committee found that the charges were wholly or partly proved. Seventeen reports have been brought before the court with the result that in fifteen cases the solicitors were struck off the roll; in another the matter was ordered to stand over until after the Long Vacation; and in the remaining case the solicitor was ordered to pay the costs. One report is not yet ripe for hearing by the court. At the date of the last annual report, two cases had been set down for hearing by the court, but had not been reached. These have since been dealt with. In one of the cases the solicitor was struck off the roll, and ordered to pay the costs; and in the other the solicitor was ordered to pay the costs. At the same date the committee were preparing their reports upon two cases which had been

heard by them, and in the result one solicitor was suspended from practising, and both were ordered to pay the costs. During the past year one solicitor appealed to the Court of Appeal against the order of the court striking his name off the roll; but the order was confirmed, and the solicitor was ordered to pay all the costs of the proceedings. In exercise of the discretion entrusted to the committee they have in ten cases allowed to complainants £621 2s. 5d. in full discharge of costs, which, as sent in, amounted to £722 15s. 9d.; and in one case they have allowed to the respondent £24 7s. 4d. in full discharge of costs, which, as sent in, amounted to £33 9s. 8d. Since the Act came into operation (January 1, 1889), 1,072 applications have been made to the committee. Of these, 106 were by solicitors applying to have their names removed from the roll at their own request, in order that they might be called to the bar, or for other reasons. In 516 of the applications the committee refused to order an inquiry, on the ground that they disclosed no case of misconduct by the solicitor complained of; 243 cases have been heard and reports made; and 207 cases have been dismissed or otherwise disposed of.

On behalf of the committee,

BENJ. G. LAKE, *Chairman.*

LEGAL NEWS.

INFORMATION WANTED.

GEORGE DERING, deceased.—Any person possessing a will or other testamentary document of George Dering, formerly of Barham-court, Canterbury, in the county of Kent, who died (it is believed at Paris) on or about the 19th of May, 1820, is requested to lodge the same at the Principal Registry of the Probate Division of High Court of Justice, or to communicate thereon with J. N. Mason & Co., solicitors, of 32, Gresham-street, London, E.C. Any person bringing in any such will or testamentary document, or giving such information as shall lead to the same being brought in, will be rewarded.

GENERAL.

The Royal Assent was given on Tuesday to the Consolidated Fund (No. 2) Bill, the Locomotives on Highways Bill, the Companies Act (1867) Amendment (No. 2) Bill, the Metropolitan Police Courts Bill, the Telegraph (Money) Bill, and a number of private and provisional order Bills.

Jocularity in official circles is, says the *St. James's Gazette*, evidently catching. Now it is the turn of the Charity Commission, who describe (in the *Times*) the areas of properties in £ s. d., the total area of land for sale reading as £210 3s. 38d. It is a wonder the secretary did not demand 14,000 acres as the price of the property. We await with anxiety the next development of the New Departmental Humour.

Mr. Gedge, says the *Times*, has placed the following motion upon the order paper for next Monday: "That this House disapproves of the Order of Council made on the 18th day of July last, under the Land Transfer Act, 1897, and laid upon the table on the following day, which directs that registration of title to land shall be compulsory on sale in the county of London, on the ground (among others) that such order was made in violation of a pledge given to this House by the Government on the 4th day of August, 1897."

The customary annual "Ladies' Night" debate of the Hardwicke Society was held on the 29th ult. in the Inner Temple Hall. The chair was taken by the president of the society, and among those present were the Lord Chancellor and the Countess of Halsbury, Lady Evelyn Giffard, the Chinese Minister, the Turkish Ambassador, Lord Justice Vaughan Williams, the Lady Mayoress, Lord Strathcona and Mount Royal, and Mr. Justice Gorell Barnes. Mr. H. C. Biron moved: "That in the opinion of this House the criminal should not be punished," and speeches were made by the Chinese Minister and Lord Justice Vaughan Williams, and Mr. Inderwick, Q.C.

The *Times* says that the Committee on Election Petitions will propose that in England, at all events, the practice of placing three judges on the rota for the trial of election petitions in each year should be altered, and that six judges should be selected to be placed on a rota for such trials during the ensuing three years, two of these retiring in each year and being displaced by two others; that the power of making and altering rules and orders which was transferred by the Corrupt Practices Act, 1883, to the rule committee of judges should be given to the judges on the rota, on the ground that the matter is one requiring special experience and uniformity of practice; and that all proceedings should be taken only before a judge or judges on the rota, points of law raised by special case or otherwise being determined by rota judges forming a court for the purpose instead of referring the point to the High Court of Justice; and that, generally speaking, the procedure of the Commercial Court, whereby one judge takes as far as possible complete control of a case from beginning to end, should be applied to election petitions.

The following are the arrangements made for transacting business in the Probate and Divorce Registries during the Long Vacation, namely:—The Registrars of the Probate and Divorce Registries of her Majesty's High Court of Justice will not tax any bill of costs or proceed upon any petition for alimony after Friday, the 12th of August, until Monday, the 24th of October, except under special circumstances to be stated in a written application addressed to them. On Wednesday, the 17th of August, and on every succeeding Wednesday, until the 19th of October, inclusive, one of the Registrars will sit at the principal Probate Registry, Somerset-house, to hear summonses, at 11.30. On Wednesdays, August 17 and 31, September 14 and 28, and the 12th of October, one of the Registrars will sit to hear motions at 12.30. Decrees will be made absolute on Wednesdays, August 24, September 14, and October 5. All papers for motions and for making decrees absolute are to be left at the Contentious Department, Somerset-house, before 2 o'clock on the preceding Saturday. The offices will be opened at 11 o'clock and closed at 3 o'clock, except on Saturdays, when the hours will be from 10 until 2.

According, says the *Times*, to a report presented to Parliament by the Board of Trade, the number of receiving orders under the Bankruptcy Acts of 1883 and 1890 made last year was 4,074, the total liabilities being £5,678,498, the total assets £2,756,078, and the estimated loss to creditors £3,791,196. The number of deeds under the Deeds of Arrangement Act of 1881 was 3,208, the liabilities being £3,980,615, the assets £1,910,492, and the estimated loss to creditors £2,706,954. These results taken together shew a total of 7,282 cases, with liabilities £9,659,113, assets £4,666,571, and estimated loss to creditors of £6,498,150, being a decrease on the previous year (1896) of 142 cases, a difference of £722,908 liabilities, £6,387 assets, and £757,538 estimated loss to creditors. The most noticeable failures are those of bankers, whose liabilities amounted to £814,240 in 1897, as against £34,585 in 1896, this result being largely due to the failure of a private bank having several branches in the south of England. Grocery and provisions are responsible for £633,356 and leather trades for £544,575. The liability of directors and promoters of companies is increased by £154,000, and that of drapers and haberdashers by £182,000, while the failure of solicitors has increased by £460,000.

On the 28th ult., says the *St. James's Gazette*, before the Recorder, William Henry Hudson, William Chapman, Charles Warren, Ada Rose Burrell, Jane Watkins, Charles Harries, alias Baron Valdez, and Charles Mayne, pleaded guilty to counts in an indictment charging them with conspiracy and with obtaining money by false pretences. The case was an extraordinary one. It appeared that the accused had pretended that they were entitled to the reversionary interests in property, and, by placing the solicitors, to whom application was being made upon these reversionary interests for loans, in communication with friends who personated the trustees of the property, and by forged documents, they in many cases obtained the desired advance of money. The recorder said the frauds were of a very ingenious character, and had been carried out in a most skilful manner. He sentenced Chapman to four years' penal servitude; Warren and Mayne to three years each; Harries to eighteen months' hard labour, and Burrell to fifteen months' hard labour; Watkins was bound over to come up for sentence if called upon. Hudson was said to be merely a tool in the hands of the other men, and sentence on him was postponed.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, Aug. 8	Mr. Farmer	Mr. Beal	Mr. Bolt
Tuesday 9	King	Leach	Godfrey
Wednesday 10	Farmer	Beal	Bolt
Thursday 11	King	Leach	Godfrey
Friday 12	Farmer	Beal	Bolt
	Mr. Justice KEKEWICH.	**Mr. Justice ROMER.**	**Mr. Justice BYRNE.**
Monday, Aug. 8	Mr. Jackson	Mr. Pemberton	Mr. Pugh
Tuesday 9	Carrington	Ward	Lavie
Wednesday 10	Jackson	Pemberton	Pugh
Thursday 11	Carrington	Ward	Lavie
Friday 12	Jackson	Pemberton	Pugh

The Long Vacation will commence on Saturday, August 13, and terminate on Monday, October 24, 1898, both days inclusive.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Aug. 9.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER (in conjunction with the vendors' local agent, Mr. Alexander McKenzie), at the Mart, at 2, the St. Catherine's Estate, Broxbourne, Herts, comprising houses, villas, and lodges, all designed by Mr. Wood Bethell, Mr. Reginald T. Blomfield, M.A., Mr. Dudley Newman, and Mr. Vincent Wing, and built and finished by the Messrs. Hunt in substantial manner, forming an estate which has won a reputation as one of the most agreeable residential places within easy reach of London; the roads are planted with chestnuts and limes, drained, and constant water service, &c.; lawn-tennis, golf, cricket, boating, bathing, fishing, and skating in their seasons; churches, chapels, and schools abound. A separate lease for each house for a term of 83 years, direct from the New River Company, and the Building Land will be sold, for a like term, subject to a peppercorn ground-rent. The leases contain covenants for preserving the high character of the whole estate. Also Long Leasehold detached and semi-detached Houses, each having beautifully laid-out and well-kept gardens; also Building Land, suitable for the erection of similar private residences. Solicitors, Messrs. Williamson, Hill, & Co., London, and Messrs. Sworder & Longmore, Hertford. (See advertisement, July 30, p. 5)

Aug. 12.—Messrs. ERCE BROS., at the Mart at 2, Freehold Wharf, Factory, and other Properties at Bermondsey, producing nearly £400 per annum. Solicitors, Messrs. Woodroofe & Burgess, London. (See advertisement, this week, back page.)

RESULT OF SALE.

Messrs. H. E. FOSTER & CRANFIELD's usual Fortnightly Sale (No. 624) of Reversions and Life Policies took place at the Mart, E.C., on Thursday last, the amount realised being £12,230.

		£
REVERSIONS:		
Absolute to One-sixth of about £10,825; life 64	Sold	920
Absolute to One-fifth of about £7,239; life 71...	"	915
To One-half of Funds, value £107,992; lives 57 and 59	"	7,750
Absolute to about £5,039; life 51...	"	2,370
LIFE POLICY:		
Endowment for £500; life 48	"	290

WINDING UP NOTICES.

London Gazette—FRIDAY, July 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BISHOPS DOWN GROVE SPA AND HYDROPATHIC CO, LIMITED—Creditors are required, on or before Monday, September 12, to send their names and addresses, and particulars of their debts and claims, to G. D. Hands, 99, Cannon st. Cheverton, Essex st, solor for the liquidator

BRITISH HYDRAULIC JOINTING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before September 3, to send their names and addresses, and the particulars of their debts or claims, to Thomas William Mills, 18, Regent st

COWES AND GURNARD BAKERY CO, LIMITED—Creditors are required, on or before August 20, to send their names and addresses, and the particulars of their debts or claims, to Alfred Edward Maynard, Princes bldgs, Cowes. Colenutt, Cowes, solor for the liquidator

E. G. TUTEUR & CO, LIMITED—Petn for winding up, presented July 26, directed to be heard August 10. David Davis, 11, Lincoln's inn fields, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of August 9

GEORGE LOCK & CO, LIMITED—Creditors are required, on or before August 29, to send their names and addresses, and the particulars of their debts or claims, to Thomas Frederick Wild, Broad st avenue

GRASKOP, LIMITED—Creditors are required, on or before September 12, to send their names and addresses, and the particulars of their debts, to William Watkins, 85, Gracechurch st. Dale, Newman, & Hood, 75 & 76, Cornhill, solors to the liquidator

HERTS, SON & CO, LIMITED—Petn for winding up, presented July 28, directed to be heard August 10. J. N. Mason & Co, 32, Gresham st, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of August 4

MARSHALL ASHBY & CO, LIMITED—Petn for winding up, presented July 27, directed to be heard August 10. W. J. Homewood, 10, Old Jewry chmbrs, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of August 9

PERTH MINING AND TRADING SYNDICATE OF WESTERN AUSTRALIA, LIMITED—Creditors are required, on or before Sept 10, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Francis Vincent, 36, Burlington rd, Bayswater. Romer & Haslam, Copthall chmbrs, solors to liquidator

STANDARD BANK OF AUSTRALIA, LIMITED—Petn for winding up, presented July 27, directed to be heard on Aug 10. Burchell, The Sanctuary, Westminster, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 9

FRIENDLY SOCIETY DISSOLVED.

HERSHAM UNITED BROTHERS BENEFIT SOCIETY, Waterman's Arms Inn, Hersham, Surrey, July 20

London Gazette.—TUESDAY, Aug. 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AMERICAN LAUNDRY CLEANSING AND DYEING SYNDICATE, LIMITED—Creditors are required, on or before Aug 23, to send their names and addresses, and particulars of their claims, to W Waud, 67, Chancery lane. Warhust, solor to liquidator

BARBERTON REEFS, LIMITED—Petn for winding up, presented July 29, directed to be heard on Wednesday, Aug 10. Roberts & Wrightson, 73, Basinghall st, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 9

CHALLINER CARRIAGE TYRE SYNDICATE, LIMITED (IN LIQUIDATION)—The Challiner and Willoughby Carriage Tyre Co, Limited, will continue to carry on the business as formerly. Creditors are required, on or before Sept 10, to send their names and addresses, and particulars of their debts or claims, to Edward Pennington, 67, Princes st, Manchester

GUARICO GOLD MINING CO, LIMITED—Petn for winding up, presented July 23, directed to be heard on Aug 10. Godfrey & Webb, 4 and 5, West Smithfield, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 9

JOHN MORRIS & CO, LIMITED—Petn for winding up, presented July 29, directed to be heard on Aug 10. Piesse & Son, 15, Old Jewry chbrs, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 9

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 29.

RECEIVING ORDERS.

ANSELL, WILLIAM JAMES, East Dulwich, Tailor High Court Pet July 7 Ord July 26

ATHERTON, JOHN HENRY, Wigan, Chemist Wigan Pet July 26 Ord July 26

AVNER, ISAAC, Regent st, Tailor High Court Pet July 16 Ord July 27

BAILEY, JOHN WILLIAM, Derby, Milkseller Derby Pet July 23 Ord July 25

BAKER, BENJAMIN HOWARD, Liverpool, Drysalter Liverpool Pet June 29 Ord July 25

BAKER, JOSEPH, Chester, Travelling Draper Chester Pet July 13 Ord July 27

CLAY, HENRY, Liverpool, Dealer in Sanitary Ware Liverpool Pet July 25 Ord July 25

CLIFFORD, THOMAS REEVES, Paddington, House Agent High Court Pet July 5 Ord July 26

DAVIES, WILLIAM YNYR, Canton, Cardiff, Grocer Cardiff Pet July 27 Ord July 27

DUTCH, FRANK, Worthing, Grocer Brighton Pet July 14 Ord July 25

ELLIS, JOSEPH STUART, Chepstow, Mon, Engineer Newport, Mon Pet July 25 Ord July 25

EMPRINGHAM, THOMAS, Kingston upon Hull, Finance Agent Kingston upon Hull Pet July 11 Ord July 26

FRAMPTON, ALBERT TOM, Branksome Park, nr Bournemouth Poole Pet July 27 Ord July 27

GITTINS, TIMOTHY HEWITT, Liverpool Liverpool Pet May 24 Ord July 27

JINKS, HENRY, Chester mews, Albany st, Jobmaster High Court Pet July 25 Ord July 25

JONES, WILLIAM ALFRED, Taunton, Somerset, Fishmonger Taunton Pet July 27 Ord July 27

KEYTE, CLARA, Shipston on Stour, Worcesters, Dressmaker Banbury Pet July 26 Ord July 26

KEYTE, GEORGE, Shipston on Stour, Worcesters, Grocer Banbury Pet July 26 Ord July 26

LANMAN, WILLIAM, Aberdare, Fruiterer Aberdare Pet July 27 Ord July 27

LOWE, WILLIAM, Scotter, Lincs, Grocer Lincoln Pet July 11 Ord July 21

MOYCE, HENRY, jun, Redhill, Cattle Dealer Croydon Pet July 25 Ord July 25

PATERSON, PETER, Withington, Lancs, Tailor Manchester Pet July 26 Ord July 26

RAWLE, CHARLES, Billiter st, Commission Agent High Court Pet July 25 Ord July 25

SARRATT, TOM SUDBURY, Ramsbottom, Lancs, Tailor's Cutter Bolton Pet July 25 Ord July 25

SEBRIGHT, ARTHUR E, South Kensington High Court Pet June 2 Ord July 25

SIDDONS, WALTER, Ecclesfield, Yorks, Butcher Sheffield Pet July 25 Ord July 25

SMITH, JOSHUA, Dresden, Staffs, Grocer Stoke upon Trent Pet July 13 Ord July 25

STYAN, JOHN LEWIS, Bilton, nr Harrogate, Farmer York Pet July 25 Ord July 25

TERRY, LUKE FORD, Eastbourne, Laundryman Eastbourne Pet July 25 Ord July 25

THORNTON, AMOS, Bradford, Joiner Bradford Pet July 27 Ord July 27

VESEY, MARIE LEON, Knightsbridge High Court Pet June 23 Ord July 25

WALLACE, ROBERT MALCOLM, Smith sq, Westminster, Theatrical Manager High Court Pet July 27 Ord July 27

WALLINGTON, JOSEPH, Chesterton, Typist Cambridge Pet July 26 Ord July 26

WHITEHOUSE BROS & CO, Tottenham Court rd, Electro Platers High Court Pet July 9 Ord July 25

WILFORD, EDWARD, Melton Mowbray, Warehouseman Leicester Pet July 27 Ord July 27

WOOD, CHARLES ELLIS, Brighouse, York, Ironfounder Halifax Pet July 25 Ord July 25

Amended notice substituted for that published in the London Gazette of July 26:

HOLMES, CHARLES HERBERT, Salford Salford Pet July 21 Ord July 21

FIRST MEETINGS.

AGUE, SAMUEL, Leicester, Furniture Dealer Aug 5 at 3 Off Rec, 1, Berridge st, Leicester

BAILEY, JOHN WILLIAM, Derby, Milkseller Aug 5 at 12 Off Rec, 40, St Mary's gate, Derby

BARRETT, JOHN, Newmarket, Upholsterer Aug 6 at 12 Off Rec, 5, Petty Cury, Cambridge

BOOTH, ARTHUR, Manchester, General Draper Aug 10 at 3 Off Rec, Byrom st, Manchester

CLARK, HENRY JAMES, Foot's Cray, Kent, Ironmonger Aug 8 at 11.30 24, Railway app, London bdge

DAVIES, LEWIS LEWIS, Swansea, Waterproof Manufacturer Aug 6 at 12 Off Rec, 31, Alexandra rd, Swansea

DICKENS, EDWARD, Kidderminster, Grocer Aug 5 at 2.15 John Nicholls, Auctioneer, Commercial bldgs, Kidderminster

DUNFORD, WALTER BENJAMIN, Cardiff, Hairdresser Aug 5 at 11 Off Rec, 29, Queen st, Cardiff

EMMISON, JAMES GEORGE, Southport, Advertising Contractor Aug 16 at 2 Off Rec, 35, Victoria st, Liverpool

FIRTH, JOE, Huddersfield, Woollen Cloth Weaver Aug 9 at 11 Off Rec, 19, John William st, Huddersfield

FOSTER, JAMES, Lowestoft, Smackowner Aug 6 at 1 Off Rec, 8, King st, Norwich

GLENDAY, JOHN CHARLES, Brighton, Schoolmaster Aug 5 at 12 Off Rec, 4, Pavilion bldgs, Brighton

GOLDSBROUGH, JOSEPH, Durham, Contractor Aug 5 at 2.15 Three Tuns Hotel, Durham

GUY, WILLIAM, Wombridge, Salop, Miner Aug 10 at 12 County Court Office, Madeley

HADINGHAM, JOHN WELLS, Battersea Park rd, Chemist's Assistant Aug 5 at 12.30 24, Railway app, London bridge

HARDING, FRANCIS EDWIN, Leicester, Painter Aug 5 at 12 Off Rec, 1, Berridge st, Leicester

HARTSHORNE, BERTRAM FULKE, Chelsea Embankment, Barrister Aug 5 at 2.30 Bankruptcy bldgs, Carey st

HAWKINS, MORRIS, Cardiff Aug 5 at 11.30 Off Rec, 29, Queen st, Cardiff

HILL, EDWARD, Kirkbride, Cumberland, Clogger Aug 10 at 3 Off Rec, 34, Fisher st, Carlisle

HILL, THOMAS, Manchester, Furniture Dealer Aug 10 at 2.30 Off Rec, Byrom st, Manchester

JACKSON, T A C, Cannon st Aug 5 at 12.30 Bankruptcy bldgs, Carey st

JARROLD, THOMAS, Whitland, Carmarthen, Miller Aug 13 at 11 Off Rec, 4, Queen st, Carmarthen

JONES, JOHN EDWARD, Wordsley, Staffs Aug 6 at 10.30 Off Rec, Wolverhampton st, Dudley

KELLOW, ROBERT WILLIAM, Salisbury, Wilts, Builder Aug 8 at 11.30 Off Rec, City chmbrs, Endless st, Salisbury

LANGRIDGE, THOMAS GEORGE, Plymouth, Licensed Victualler Aug 5 at 11 Off Rec, 6, Athenæum ter, Plymouth

LEARMOUTH, HERBERT GEORGE, Portsmouth, Builder Aug 5 at 3 Off Rec, Cambridge Junction, High st, Portsmouth

MACLEOD, JAMES POLSON, Spitalfields, Publican Aug 5 at 1 Bankruptcy bldgs, Carey st

ONIONS, ISAAC HENRY, Loughborough, Baker Aug 5 at 12.30 Off Rec, 1, Berridge st, Leicester

PARR, JOHN EDWARD, Marton Moss, nr Blackpool, Schoolmaster Aug 5 at 11 Off Rec, 14, Chapel st, Preston

PIKE, HENRY, Southwark Park rd, Bedstead Manufacturer Aug 11 at 12 Bankruptcy bldgs, Carey st

SARRATT, TOM SUDBURY, Ramsbottom, Lancs, Tailor's Cutter Aug 8 at 3 16, Wood st, Bolton

SHEARD, R A, & Co, Liversedge, Yorks, Warp Manufacturers Aug 5 at 3.30 Off Rec, Bank chmbrs, Batley

SKAM, ARTHUR, Leytonstone, Hairdresser Aug 11 at 2.30 Bankruptcy bldgs, Carey st

SOKELL, COLIN, Stourbridge Aug 5 at 11 Off Rec, Wolverhampton st, Dudley

SPICKERNELL, RICHARD BEDWELL, Kensington, General Draper Aug 10 at 11 Bankruptcy bldgs, Carey st

STANLEY, ALFRED WILLIAM, Kingston upon Hull, Builder Aug 5 at 11 Off Rec, Trinity House lane, Hull

STYAN, JOHN LEWIS, Bilton, nr Harrogate, Farmer Aug 6 at 12.15 Off Rec, 28, Stonegate, York

SZEK, JOSEPH THEODOR, Chancery ln Aug 12 at 2.30 Bankruptcy bldgs, Carey st

TAYLOR, FREDERICK, ERNEST TAYLOR, and JOHN TAYLOR, Leicester, Boot Manufacturers Aug 9 at 12.30 Off Rec, 1, Berridge st, Leicester

WALKER, EDWARD STEPHEN, and SOLOMON WALKER, Worcester, Spade Manufacturers Aug 6 at 11 Off Rec, Wolverhampton st, Dudley

WALLINGTON, JOSEPH, Chesterton, Typist Aug 6 at 12.30 Off Rec, 5, Petty Cury, Cambridge

WHITE, E, Borough rd, Beerhouse Keeper Aug 12 at 1 Bankruptcy bldgs, Carey st

WILLIAMS, FRANK ARTHUR, Albrighton, Salop, Mechanical Engineer Aug 8 at 3 Off Rec, Wolverhampton

WILLIAMS, WILLIAM, Redruth, Cornwall, Butcher Aug 11 at 12 Off Rec, Boscawen st, Truro

WOOD, CHARLES ELLIS, Brighouse, York, Ironfounder Aug 12 at 11 Off Rec, Townhall chmbrs, Halifax

ADJUDICATIONS.

ATHERTON, JOHN HENRY, Wigan, Chemist Wigan Pet July 26 Ord July 26

BAILEY, JOHN WILLIAM, Derby, Milk Seller Derby Pet July 23 Ord July 25

BLACKBURNE, THOMAS, Barmouth, Merioneths, Engineer Aberystwith Pet June 27 Ord July 26

BLACKMAN, ARTHUR, and EDWIN SHARP, Eastbourne, Builders Eastbourne Pet June 18 Ord July 25

DAVIES, WILLIAM YNYR, Canton, Cardiff, Grocer Cardiff Pet July 27 Ord July 27

DAVIES, LEWIS LEWIS, Swansea, Waterproof Manufacturer Swansea Pet June 17 Ord July 27

ELLIS, JOSEPH STUART, Chepstow, Mon, Engineer Newport, Mon Pet July 25 Ord July 25

ELSMORE, THOMAS, West Bromwich, Grocer West Bromwich Pet July 13 Ord July 25

EMPRINGHAM, THOMAS, Kingston upon Hull, Finance Agent Kingston upon Hull Pet July 11 Ord July 27

GUY, WILLIAM, Wombridge, Salop, Miner Madeley Pet July 22 Ord July 27

HARTSHORNE, BERTRAM FULKE, Chelsea Embankment, Barrister High Court Pet May 25 Ord July 27

JONES, WILLIAM ALFRED, Taunton, Fishmonger Taunton Pet July 27 Ord July 27

JOSE, JOHN, St Juliot, Cornwall, Farmer Truro Pet July 2 Ord July 25

KEYTE, CLARA, Shipston on Stour, Worcs, Dressmaker Banbury Pet July 26 Ord July 26

KEYTE, GEORGE, Shipston on Stour, Worcs, Grocer Banbury Pet July 26 Ord July 26

LANMAN, WILLIAM, Aberdare, Glam, Fruiterer Aberdare Pet July 27 Ord July 27

LOWE, WILLIAM, Scotter, Lincs, Grocer Lincoln Pet July 11 Ord July 21

NEAVE, JAMES, Teddington, Surrey, Auctioneer Kingston, Surrey Pet Jan 21 Ord July 27

PALMER, WILLIAM ERNEST, Walsall, Retail Furniture Dealer Walsall Pet June 28 Ord July 26

PATERSON, PETER, Withington, Lancs, Tailor Manchester Pet July 26 Ord July 26

SARRATT, TOM SUDBURY, Ramsbottom, Lancs, Tailor's Cutter Bolton Pet July 25 Ord July 25

SIDDONS, WALTER, Ecclesfield, Yorks, Butcher Sheffield Pet July 25 Ord July 25

STYAN, JOHN LEWIS, Bilton, nr Harrogate, Farmer York Pet July 25 Ord July 25

THAIN, GEORGE BULMER, Wetherby, Yorks, Builder York Pet July 4 Ord July 21

THORNTON, AMOS, Bradford, Joiner Bradford Pet July 27 Ord July 27
TIFFT, ROBERT HENRY, Hexton, Hertford Luton Pet July 12 Ord July 25
VILLENEUVE, CHARLES, Brockley Greenwich Pet July 20 Ord July 26
WALLINGTON, JOSEPH, Chesterton, Typist Cambridge Pet July 26 Ord July 26
WILFORD, EDWARD, Melton Mowbray, Warehouseman Leicester Pet July 27 Ord July 27
WILLIAMS, WILLIAM, Redruth, Cornwall, Butcher Truro Pet July 12 Ord July 25
WOOD, CHARLES ELLIS, Clifton, Ironfounder Halifax Pet July 25 Ord July 25

London Gazette.—TUESDAY, Aug 2.

RECEIVING ORDERS.

ASTBURY, JOSEPH BARKER, Hendon, Farmer Barnet Pet July 12 Ord July 27
BICKFORD, THOMAS, Ruislip, Builder Windsor Pet July 27 Ord July 27
BURNISTON, THOMAS, Leeds, Licensed Victualler Leeds Pet July 28 Ord July 28
BYE, JOHN RICHARD, Rushden, Northamptons, Grocer Northampton Pet July 29 Ord July 29
CHAPMAN, WILLIAM JOSEPH, Bodmin, Cornwall, Woodman Truro Pet July 28 Ord July 28
CRAIG, JOHN, Durham, Builder Durham Pet July 29 Ord July 29
CURNICK, HENRY ALBERT, Leatherhead, Surrey, Builder Croydon Pet July 27 Ord July 27
DAVIES, THOMAS, Cefn Mawr, Denbigh, Licensed Victualler Wrexham Pet July 28 Ord July 28
DIVALL, RICHARD, Brighton, Butcher Brighton Pet July 28 Ord July 28
DODSON, FREDERICK HARDWICK, Rugby, Machinest Coventry Pet July 29 Ord July 29
DUCK, HENRY THOMAS, Sheffield, Provision Dealer Sheffield Pet July 27 Ord July 27
ELSWORTH, JOSEPH, Pudsey, York Leeds Pet July 23 Ord July 23
GREENWELL, FREDERIC, Southport, Confectioner Liverpool Pet July 28 Ord July 28
GRIFFITH, JOHN, Llanrwst Portmadoc Pet July 29 Ord July 29
HAND, HERBERT, Barnsley, Yorks Barnsley Pet July 28 Ord July 28
HAWKSWELL, WILLIAM, Leeds, Furniture Remover Leeds Pet July 28 Ord July 28
HIGGINS, HENRY WILLIAM, New Cross Greenwich Pet July 29 Ord July 29
HOWELLS, ROGER, Neath Abbey, nr Neath, Tailor Neath Pet July 28 Ord July 28
KOSKY, ABRAHAM, Commercial rd, Furrier High Court Pet July 28 Ord July 28
MACINTOSH, ROBERT HOWELLS, Southampton York Pet July 29 Ord July 29
MARRIOTT, CHARLES, Haxby, Yorks York Pet July 27 Ord July 27
MEGSON, JOHN HENRY, Quality ct, Chancery lane High Court Pet June 25 Ord July 23
MILES, ALFRED, Gt Ilford, Essex, Builder Chelmsford Pet July 27 Ord July 27
MOORE, EDWARD THOMAS, Eastville, Bristol, Builder Bristol Pet July 28 Ord July 28
MUIR, THOMAS, Trowbridge, Wilts, Draper Bath Pet July 26 Ord July 29
MUNFORD, FREDERICK JOHN, Shaugh Mills, nr Bickleigh, Devon, Farmer Plymouth Pet July 29 Ord July 29
PHILLIPS, DANIEL, Pontypridd, Grocer Pontypridd Pet July 28 Ord July 28
POOSON, GEORGE, Bradford, Insurance Agent Bradford Pet July 27 Ord July 27
STRINGER, JAMES CLAYTON, Streatham High rd, Hair Dresser Wandsworth Pet July 28 Ord July 28
STUDLEY, LOGAN, Flaxton, Yorks, Grocer York Pet July 28 Ord July 28
SWARBRICK, WILLIAM, Barrow in Furness, Joiner Ulverston Pet July 28 Ord July 28
THORPE, THOMAS, Hulling Hill, nr Clown, Derby, Butcher Sheffield Pet July 29 Ord July 29
UNSWORTH, ERNEST, Disley, Cheshire, Paper Stainer Stockport Pet July 12 Ord July 28
WALCH, JAMES WILLIAM HENRY, Gt Winchester st, Solicitor High Court Pet July 2 Ord July 28
WALFORD, HARRY EDWARD, and WALTER ARCHIBALD TAYLOR, South Norwood, Beer and Spirit Dealers Croydon Pet July 27 Ord July 27
WALKDEN, CHARLES, Richmond, Clerk Wandsworth Pet July 5 Ord July 28

Amended notice substituted for that published in the London Gazette of July 26:

GOODWIN, EDWARD, Longton, Staffs, Butcher Stoke upon Trent Pet July 21 Ord July 21

RECEIVING ORDER RESCINDED.

MAKING, CHARLES HOLDEN, Sudbury, Suffolk, Accountant Colchester Rec Ord March 12 Resc June 10

FIRST MEETINGS.

ADAMS, HARRY, Birmingham, Metal Manufacturer Aug 11 at 11 174, Corporation st, Birmingham
ASHELL, WILLIAM JAMES, East Dulwich, Tailor Aug 9 at 11 Bankruptcy bldgs, Carey st
ATHERTON, JOHN HENRY, Wigan, Chemist Aug 9 at 3 16, Wood st, Bolton
AYNER, ISAAC, Regent st, Tailor Aug 9 at 2 Bankruptcy bldgs, Carey st
CHAPMAN, WILLIAM JOSEPH, Bodmin, Cornwall, Woodman Aug 11 at 2 Off Rec, Boscawen st, Truro
CLAY, HENRY, Liverpool, Dealer in Sanitary Ware Aug 10 at 12 Off Rec, 35, Victoria st, Liverpool
CLIFFORD, THOMAS REEVES, Howley pl, Paddington, House Agent Aug 9 at 2 30 Bankruptcy bldgs, Carey st
CRAVEN, PETER, Leeds, Ankle Strap Manufacturer Aug 11 at 11 Off Rec, 22, Park row, Leeds
DARLOW, ALBERT, Sheffield, Innkeeper Aug 11 at 1 Off Rec, Figtree lane, Sheffield
DUCK, HENRY THOMAS, Sheffield, Provision Dealer Aug 11 at 12.30 Off Rec, Figtree lane, Sheffield
DUTCH, FRANK, Worthing, Grocer Aug 10 at 3 Off Rec, 4, Pavilion bldgs, Brighton
ELMORE, THOMAS, West Bromwich, Grocer Aug 10 at 11 174, Corporation st, Birmingham
GILES, Major GEORGE E, Jermyn st Aug 9 at 11 Bankruptcy bldgs, Carey st
HUSTLER, ALBERT, Guiseley, York, Innkeeper Aug 11 at 12 Off Rec, 22, Park row, Leeds
JINKS, HENRY, Chester mews, Albany st, Job Master Aug 9 at 12 Bankruptcy bldgs, Carey st
JONES, WILLIAM ALFRED, Taunton, Fishmonger Aug 10 at 11 Off Rec, 5a, Hammet st, Taunton
KOSKY, ABRAHAM, Commercial rd, Furrier Aug 10 at 2.30 Bankruptcy bldgs, Carey st
LOVICK, SAMUEL ARTHUR, Walsall, Staffs, Harness Manufacturer Aug 10 at11 Off Rec, Walsall
LOWE, WILLIAM, Scotter, Lincoln, Grocer Aug 10 at 12 Off Rec, 31, Silver st, Lincoln
MARRIOTT, CHARLES, Haxby, York Aug 10 at 12.15 Off Rec, 28, Stonegate, York
MEGSON, JOHN HENRY, Quality ct, Chancery lane Aug 10 at 12 Bankruptcy bldgs, Carey st
MOORE, EDWARD THOMAS, Eastville, Bristol, Builder Aug 10 at 11.30 Off Rec, Baldwin st, Bristol
OAKLEY, JAMES, Walsall, Draper Aug 10 at 11.30 Off Rec, Walsall
PALMER, WILLIAM ERNEST, Walsall, Staffs Aug 10 at 10 Off Rec, Walsall
PEARSON, JOHN WILLIAM, and WILLIAM ROBINSON, Wakefield, Clothiers Aug 9 at 10.30 Off Rec, 6, Bond ter, Wakefield
RATCLIFFE, EDWARD STANHOPE, and CHARLES BAXTER HOARE, Kingston-on-Thames Aug 9 at 12.30 24, Railway app, London bdge
RHOADES, GEORGE WELLINGTON, Upper Clapton Aug 11 at 12 30 Bankruptcy bldgs, Carey st
RICHARDSON, JOHN EDWIN, Leeds Aug 10 at 11 Off Rec, 22, Park row, Leeds
SIDDONS, WALTER, Ecclesfield, Yorks, Butcher Aug 11 at 12 Off Rec, Figtree ln, Sheffield
SNELL, JOHN WILLIAM, Askern, nr Doncaster Aug 10 at 12 Off Rec, 22, Park row, Leeds
STUDLEY, LOGAN, Flaxton, Yorks, Grocer Aug 10 at 1 Off Rec, 28, Stonegate, York
TERRY, LUKE FORD, Eastbourne, Laundryman Aug 10 at 11.15 Coles & Sons, Seaside rd, Eastbourne
VILLENEUVE, CHARLES, Brockley Aug 10 at 11.30 24, Railway app, London bdge

ADJUDICATIONS.

BECKFORD, THOMAS, Ruislip, Builder Windsor Pet July 27 Ord July 27
BURNISTON, THOMAS, Leeds, Licensed Victualler Leeds Pet July 28 Ord July 28
BYE, JOHN RICHARD, Rushden, Northhamptons, Grocer Northampton Pet July 29 Ord July 29
CHAPMAN, WILLIAM JOSEPH, Bodmin, Cornwall, Woodman Truro Pet July 28 Ord July 28
CRAIG, JOHN, Durham, Builder Durham Pet July 29 Ord July 29
BARLOW, ALBERT, Sheffield, Innkeeper Sheffield Pet June 10 Ord July 29
DAVIES, THOMAS, Cefn Mawr, Denbigh, Licensed Victualler Wrexham Pet July 28 Ord July 28
DEAN, WILLIAM, Burnley, Cabinet Maker Burnley Pet July 6 Ord July 28
DIVALL, RICHARD, Brighton, Butcher Brighton Pet July 28 Ord July 28
DUCK, HENRY THOMAS, Sheffield, Provision Dealer Sheffield Pet July 27 Ord July 27
ELSWORTH, JOSEPH, Pudsey, York Leeds Pet July 23 Ord July 23
GLENDAY, JOHN CHARLES, Brighton, Schoolmaster Brighton Pet July 23 Ord July 28
GRIFFITH, JOHN, Llanrwst Portmadoc Pet July 29 Ord July 29
HAND, HERBERT, Barnsley, Yorks, Insurance Canvasser Barnsley Pet July 28 Ord July 28
HARTLEY, WILLIAM HENRY, Liverpool, Ironmonger Liverpool Pet July 1 Ord July 29
HAWKSWELL, WILLIAM, Leeds, Furniture Remover Leeds Pet July 28 Ord July 28
HOWELLS, ROGER, Neath Abbey, nr Neath, Glam, Tailor Neath Pet July 28 Ord July 28
JOHNSON, ALFRED, Willenhall, Staffs, Grocer Wolverhampton Pet June 28 Ord July 29
MARRIOTT, CHARLES, Haxby, Yorks York Pet July 27 Ord July 27
MILES, ALFRED, Gt Ilford, Essex, Builder Chelmsford Pet July 27 Ord July 27
MOORE, EDWARD THOMAS, Eastville, Bristol, Builder Bristol Pet July 28 Ord July 28
PHILLIPS, DANIEL, Pontypridd, Grocer Pontypridd Pet July 28 Ord July 28
POOSON, GEORGE, Bradford, Insurance Agent Bradford Pet July 27 Ord July 28
SHARP, JAMES, Silloth, Cumberland, Photographer Carlisle Pet July 5 Ord July 29
SMITH, JOSHUA, Dresden, Staffs, Grocer Stoke upon Trent Pet July 13 Ord July 25
STRINGER, JAMES CLAYTON, Streatham High rd Wandsworth Pet July 28 Ord July 28
STUDLEY, LOGAN, Flaxton, Yorks, Grocer York Pet July 28 Ord July 28
SWARBRICK, WILLIAM, Barrow in Furness, Joiner Ulverston Pet July 28 Ord July 28
THORPE, THOMAS, Hulling Hill, nr Clown, Derby, Butcher Sheffield Pet July 29 Ord July 29

ADJUDICATION ANNULLED.

POWELL, THOMAS FOLLIOTT, Bideford, Devons Barnstaple Adjud Feb 9, 1893 Annul July 19

EDE AND SON,

ROBE **MAKERS.**

BY SPECIAL APPOINTMENT.

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

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FOR TRAINING YOUNG GENTLEMEN TO BECOME OFFICERS IN MERCHANT STEAMERS.

FOR PROSPECTUS APPLY TO THE CAPT., A.T. MILLER, R.N.

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LIFE ASSURANCE SOCIETY.

ESTABLISHED 1844.

Funds exceed - - - £3,200,000.

LONG-TERM POLICIES AT LOW RATES, with right to change to ordinary Assurances, thus giving

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Write for NEW PROSPECTUS, containing full information and other important alterations, to

SECRETARY, 18, LINCOLN'S INN FIELDS, LONDON.

LONDON and COUNTY BANKING COMPANY (Limited).

Registered under the Companies Acts. Established in 1836.
Capital, £8,000,000, in 100,000 Shares of £80 each.

REPORT adopted at the Half-Yearly Ordinary General Meeting, the 4th August, 1898.

WILLIAM GAIR RATHBONE, Esq., in the Chair.

The Directors have the pleasure to announce that the alteration in the Constitution of the Bank, by the substitution of a Memorandum and Articles of Association for the old Deed of Settlement, was duly registered on 7th April last.

The Directors, in submitting to the Shareholders the Balance-sheet for the half-year ending 30th June last, have to report that, after paying interest to customers and all charges, making provision for bad and doubtful debts, and allowing £41,800 3s. 9d. for rebate on bills not due, the net profits amount to £330,392 16s. 1d. From this sum has been deducted £40,000, transferred to Premises Account, and £50,000, carried to Reserve Fund, leaving £240,392 16s. 1d., which, with £49,966 19s. 6d., balance brought forward from last account, leaves available the sum of £290,359 15s. 7d.

The Directors, in accordance with the 78th Article of Association, have declared a Dividend for the half-year of 10 per cent., together with a Bonus of 1 per cent., which will require £220,000, leaving a sum of £70,359 15s. 7d. to be carried to the Profit and Loss New Account.

The Directors much regret having to report the death of Mr. Henry Gunn, one of the Auditors. The Shareholders will be called upon at the Ordinary General Meeting in February next to elect a successor.

The Dividend and Bonus, amounting together to £2 4s. per Share, free of Income Tax, will be payable at the Head Office, or at any of the Branches, on or after Monday, 15th August.

BALANCE-SHEET OF THE LONDON AND COUNTY BANKING COMPANY (LIMITED), 30TH JUNE, 1898.

Dr.	£ s. d.	£ s. d.
To Capital subscribed, £8,000,000 .....Paid up		2,000,000 0 0
To Reserve Fund		1,130,000 0 0
To Due by the Bank on Current Accounts, on Deposit Accounts, with Interest accrued, Circular Notes, &c.....		42,925,884 3 4
To Liabilities on Acceptances, covered by Cash or Securities or Bankers' Guarantees		1,871,901 4 9
To Rebate on Bills not due carried to next Account		41,800 3 9
To Net Profit for the Half-year, after making provision for bad and doubtful debts	330,392 16 1	
To Transferred to Premises Account.....	40,000 0 0	
	290,392 16 1	
To Carried to Reserve Fund	50,000 0 0	
	240,392 16 1	
To Profit and Loss Balance brought from last Account	49,966 19 6	
		290,359 15 7
		£48,159,945 7 5

Cr.	£ s. d.	£ s. d.
By Cash at the Head Office and Branches, and with Bank of England	5,732,963 18 0	
By Loans at Call and at Notice, covered by Securities	2,967,445 7 11	
		8,700,409 0 11
By Investments, viz.:— Consols (2½ per Cent.) registered and in Certificates, and New 2½ per Cents., £6,751,991 7s. 11d.; Canada 4 per Cent. Bonds, and Egyptian 3 per Cent. Bonds, Guaranteed by the British Government.....	7,384,156 5	
India Government Stock and Debentures, and India Government Guaranteed Railway Shares, Stock and Debentures...	1,051,512 16 11	
Metropolitan and other Corporation Stocks, Debenture Bonds, English Railway Debenture Stock, and Colonial Bonds	1,917,147 12 0	
Other Securities	7,698 10 0	
		10,360,505 4 5
By Discounted Bills Current.....	12,063,108 8 11	
By Advances to Customers at the Head Office and Branches	14,756,045 13 3	
		26,819,214 2 2
By Liabilities of Customers for Drafts accepted by the Bank (as per Contra) ...		1,871,901 4 9
By Freehold Premises in Lombard Street and Nicholas Lane, Freehold and Leasehold Property at the Branches, with Fixtures and Fittings ...	447,915 15 2	
By Less Amount transferred from Profit and Loss	40,000 0 0	
		407,915 15 2
		£48,159,945 7 5

Dr. PROFIT AND LOSS ACCOUNT.	£	s. d.
To Interest paid to Customers	100,214	18 7
To Salaries and all other Expenses at Head Office and Branches, including Income Tax on Profits and Salaries	252,345	16 6
To Transferred to the credit of Premises Account.....	40,000	0 0
To Carried to Reserve Fund	50,000	0 0
To Rebate on Bills not due, carried to New Account.....	41,800	3 9
To Dividend, 10 per cent. for the Half-year £200,000 0 0		
To Bonus 1 per cent..... 20,000 0 0		
To Balance carried forward 70,359 15 7		
	290,359	15 7
	£774,720	14 5

Cr.	£	s. d.
By Balance brought forward from last Account	49,966	19 6
By Gross Profit for the Half-year, after making provision for bad and doubtful debts, and including rebate, £32,904 7s. 3d. brought from 31st December last.....	724,753	14 11
	£774,720	14 5

Examined and audited by us.

(Signed) EDW. F. DUNCANSON, JOHN GREEN, WM. A. JONES, } Audit Committee of Directors.
H. DEAN, Head Office Manager.
J. B. JAMES, Country Manager.
WM. HALL, Chief Accountant.

London and County Banking Company (Limited),
16th July, 1898.

We have examined the foregoing Balance-sheet and Profit and Loss Account, have verified the Cash Balance at the Bank of England, the Stocks there registered, and the other investments of the Bank. We have also examined the several Books and Vouchers showing the Cash Balances, Bills, and other amounts set forth, the whole of which are correctly stated; and we are of opinion this Balance-sheet and Profit and Loss Account are full and fair, properly drawn up, and exhibit a true and correct view of the Company's affairs as shown by the books of the Company.

(Signed) HY. GRANT, WILLIAM NORMAN, } Auditors.

London and County Banking Company (Limited),
21st July, 1898.

LONDON and COUNTY BANKING COMPANY (Limited).—Notice is hereby given, that a DIVIDEND on the Capital of the Company at the rate of 10 per cent. for the half-year ending 30th June, 1898, together with a Bonus of 1 per cent., will be PAYABLE to the Shareholders, either at the Head Office, 21, Lombard-street, or at any of the Company's branches, on or after Monday, the 15th inst.

By order of the Board, J. H. ATKINSON, Secretary.
21, Lombard-street, 5th August, 1898.

THE LONDON HOSPITAL MEDICAL COLLEGE.

The WINTER SESSION COMMENCES on OCTOBER 1.

The annual dinner will be held in the College Library on MONDAY, OCTOBER 3. Mr. Mansell-Moullin in the chair.

The Hospital is the largest in the kingdom; nearly 900 beds are in constant use, and no beds are closed. Being the only general Hospital for East London—*i.e.*, for a million and a-half people—the practice is immense. In-patients last year 11,146; out-patients, 161,033; accidents, 14,781; major operations, 2,320.

APPOINTMENTS.—Owing to the enormous number of patients more appointments, salaried and resident, are open to students than at any other hospital. Sixty of these qualified appointments are made annually, and more than 150 Dressers, Clinical Clerks, &c., appointed every three months. All are free to Students of the College. Holders of resident appointments have free board.

SCHOLARSHIPS and PRIZES.—Twenty-seven Scholarships and Prizes are given annually. FIVE ENTRANCE SCHOLARSHIPS will be offered in September.

SPECIAL CLASSES are held for the University of London and other higher Examinations. Special Entries for Medical and Surgical Practice can be made. Qualified practitioners will find excellent opportunities for studying the rarest diseases.

A reduction of 15 guineas is made to the sons of members of the profession.

ENLARGEMENT of the COLLEGE.—New laboratories and class rooms for Bacteriology, Public Health, Operative Surgery, Chemistry, Biology, &c., will be completed by Oct. 1.

The Clubs Union Athletic Ground is within easy reach of the Hospital.

Luncheons and dinners at moderate charges can be obtained in the Students' Club.

The Metropolitan and other railways have stations close to the Hospital and College.

For prospectus and information as to residence, &c., apply, personally or by letter, to

Mile-end, E. MUNRO SCOTT, Warden.

MASON UNIVERSITY COLLEGE, BIRMINGHAM.

QUEEN'S FACULTY OF MEDICINE.

1898-99.

The WINTER SESSION WILL COMMENCE on SATURDAY October 1.

The DEAN (Professor WINDLE, D.Sc., M.D.) will See Parents or Students on the 28th, 29th, and 30th of September, between the hours of Ten and One.

The Courses qualify for Diplomas of all Licensing Bodies, and for Degrees in Medicine and Surgery of British Universities.

There are various Scholarships, entrance and otherwise.

CLINICAL INSTRUCTION is given at the General and the Queen's Hospitals, which have a united total of over 400 beds. There are special departments for Eye, Skin, Ear and Throat and Special Diseases of Women. Students can also attend the City Lunatic Asylum and the Fever Hospital, the Eye, Orthopædic, and Ear and Throat Hospitals.

The Dental Department, in conjunction with the General, Queen's, and Dental Hospitals, affords a complete curriculum for all Dental Diplomas. There is an Entrance Scholarship, and Medals and Honour Certificates are awarded in the classes.

(There are also Faculties of Arts and Science. Syllabuses containing full particulars, are published separately.)

A SYLLABUS of the Faculty of Medicine, containing full information, may be had *gratis* from Messrs. Cornish, New Street, Birmingham, or on application at the College.

ASPATRIA AGRICULTURAL COLLEGE

(viâ Carlisle), situated in one of the finest Stock-raising districts of the country. Practical and scientific instruction. Success in Examinations of Surveyors' Institution. Preparation for colonies. Six farms, creamery, workshops.

J. SMITH HILL, B.A., B.Sc., Principal.

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